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TA/5482

Collective Bargaining Agreement

by and between the

Superintendent of Schools

Liverpool Central School District

and the

United Liverpool Faculty Association

July 1, 2012 - June 30, 2015

675

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AGREEMENT

Between LIVERPOOL CENTRAL SCHOOL DISTRICT ("District") and UNITED LIVERPOOL FACULTY ASSOCIATION ("Association") to govern the terms and conditions of employment and the administration of grievances arising there under.

ARTICLE I

RECOGNITION AND FAIR PRACTICE

- §1.1 This Association is the exclusive bargaining agent for all New York State certified Teachers employed by the District and generally known as Classroom Teachers, ("Classroom" including regular classrooms, laboratories, gymnasiums, auditoriums, studios, libraries, special classrooms, etc.) and, in addition, School Psychologists, School Counselors, and Guidance Counselors employed by the District ("Teachers"), School Nurses, all Regular Substitute Teachers ("RSTs") hired for 21 or more consecutive work days in one authorized position and all Physical Therapists, Occupational Therapists, Certified Occupational Therapy Assistants ("Therapists"), Speech Teachers, and Social Workers. All other personnel employed by the District are excluded.
- §1.2 This Association and the District agree to be guided by the Joint Code of Ethics of the New York State Teachers Association and the New York State School Boards Association attached hereto as Exhibit A.

ARTICLE II

DEFINITIONS

- §2.1 **Administration** shall include all supervisory employees of the District. (The term "Immediate Supervisor" when used in the Agreement, shall refer to a member of the Administration).
- §2.2 **Board** shall mean the Board of Education of the District.
- §2.3 **Superintendent** shall mean the Superintendent of Schools or his designated representative.
- §2.4 **Full-Time Teacher** shall be any Teacher who is regularly scheduled to be employed on not less than a thirty-five hour per week basis.
- §2.5 **Regular Substitute Teacher** shall be a substitute teacher hired for twenty-one (21) or more consecutive work days in one authorized position.
- §2.6 **School Nurse** shall be a School Nurse who is regularly employed on not less than a forty (40) hour per week basis.
- §2.7 **Building Representative** shall mean the official representative of the Association in each building.
- §2.8 **Fiscal Year** shall be the period July 1 through June 30.
- §2.9 **School Year** shall be the period September 1 through June 30.
- §2.10 **Teacher and School Nurse Work Year** shall be that set forth in Exhibit B attached hereto.

ARTICLE III

COMPENSATION

- §3.1 Compensation of Teachers, Regular Substitute Teachers and School Nurses shall be in accordance with the schedules attached hereto and made part of this Agreement as Appendices I-XI.
- §3.2 The District shall have the right to pay a Teacher, Regular Substitute Teacher or School Nurse at a rate higher than set forth in said Schedules.
- §3.3 Teachers employed from outside the District who receive probationary appointments shall begin at a step consistent with their prior service in accordance with the following:
- 3.3.1 Step for step credit will be granted for each year of prior teaching experience up to a maximum of eight (8) years. For such outside-District service in excess of eight (8) years, one additional year of credit will be given for each two years, with a maximum aggregate allowance under this sub-section of twelve (12) years.
 - 3.3.2 Effective July 1, 2012, step credit shall be granted for military service on a basis of one year's step credit for each year of military service up to two years of such service.
- §3.4 Teachers employed from outside the District who receive regular substitute teacher (RST) appointments shall begin in accordance with the following:
- 3.4.1 Regular Substitute Teachers shall minimally receive a starting salary equal to the first step of the contractual salary schedule and shall not receive "add-ons".
 - 3.4.2 Regular Substitute Teachers may only be employed by the District in place of a regularly appointed teacher who is absent and is expected to return (8 NYCRR 80-5.4).
- §3.5 Upon appointment, step-for-step salary credit will be granted to School Nurses for each year of prior school nurse experience.
- §3.6 For the 2012-15 agreement, Therapists shall be awarded annual salary increases equal to the total percentage increase awarded to Teachers, Regular Substitute Teachers and School Nurses.
- 3.6.1 For the 2012-15 agreement, Therapists and Certified Occupational Therapy Assistants (COTA's) with seven (7) or more years continuous service in the District shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.

2012-13
\$568

2013-14
\$581

2014-15
\$596

- 3.6.2 For the 2012-15 agreement, Therapists and Certified Occupational Therapy Assistants (COTA's) with fourteen (14) or more years continuous service in the District shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.

2012-13	2013-14	2014-15
\$728	\$744	\$763

- 3.6.3 For the 2012-15 agreement, Therapists and Certified Occupational Therapy Assistants (COTA's) with twenty-one (21) or more years continuous service in the District shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.

2012-13	2013-14	2014-15
\$897	\$917	\$940

- §3.7 The District shall give first opportunity to qualified Teachers in the Teachers' bargaining unit for such additional employment as may be made available by the District in the areas covered by this Agreement which are normal extensions of the teaching process. The determination as to qualification shall be made by the District.

- §3.8 A bargaining unit member who held a position covered by Appendix V (Coaching) in the athletic season for a particular sport immediately preceding the effective date of retirement shall be considered a qualified Teacher and allowed to continue in that coaching position for a period of up to three (3) years following retirement.

§3.9 Direct Deposit

The District will provide direct deposit through payroll deduction to bargaining unit members.

ARTICLE IV

PAID LEAVE OF ABSENCE

§4.1 Sick Leave

- 4.1.1 Sick leave shall be considered leave due to illness and/or quarantine of a Teacher, Regular Substitute Teacher, School Nurse or Therapist for illness of a person in the Teacher, Regular Substitute Teacher, School Nurse, Therapist's immediate family requiring the presence of the Teacher, Regular Substitute Teacher, School Nurse or Therapist; or death in the Teacher, Regular Substitute Teacher, School Nurse or Therapist's immediate family or household.

- 4.1.2 Full-time Teachers, Regular Substitute Teachers, School Nurses and Therapists will earn one and one-half days of paid sick leave for each month of employment (total days per year not to exceed fifteen (15) for 10-month employees, sixteen and one half (16-1/2) for 11-month employees, and eighteen (18) for 12-month employees).

- 4.1.3 On the effective date of employment, each Teacher, Regular Substitute Teacher, School Nurse and Therapist will be credited with the equivalent of one and one-half (1-1/2) days sick leave for each month of anticipated active employment during the first year in the District. Thereafter, the equivalent of one and one-half (1-1/2) days sick leave per month of anticipated employment will be granted to each Teacher, Regular Substitute Teacher, School Nurse and Therapist at the beginning of the School Year.
- 4.1.4 Unused sick leave in any given year shall accrue to a Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's credit up to a maximum of two hundred and twenty (220) such days. When a unit member accumulates the maximum number of unused sick days (currently 220), he/she shall have use of a new fifteen (15) sick days each year thereafter before any of the two hundred and twenty (220) accumulated days are consumed. Where there is a break in service in excess of one (1) calendar year between Regular Substitute Teacher appointments, there will be no restoration of accumulated sick leave.
- 4.1.5 The District reserves the right to request a physician's certificate to justify use of the sick leave privilege. The certificate will be requested before the sick leave terminates. It will normally be provided by the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's own physician; however, if the District requires an examination by a school-designated physician, the provisions of Article XIII, Medical Examination, would become applicable.
- 4.1.6 A Teacher, Regular Substitute Teacher, School Nurse and Therapist who, upon termination of employment, has taken sick leave in excess of the number of sick leave days earned in accordance with §4.1 will have the difference (based on a per diem rate of annual salary) deducted from final pay.
- 4.1.7 A Teacher, Regular Substitute Teacher, School Nurse or Therapist who is unable to perform duties by reason of a disability associated with pregnancy or child-bearing shall, if on active duty at the time said disability occurs, be entitled to the sick leave benefits provided in Article IV of this Agreement. Sick leave benefits, however, shall terminate upon commencement of an unpaid leave if so entitled.
- 4.1.8 Ten (10) days of accumulated sick leave may be used each year for death or illness in the immediate family or household.

§4.2 Sick Leave Bank

A sick leave bank (the "Bank") is established to provide additional sick leave pay to Teachers, Regular Substitute Teachers, School Nurses and Therapists whose personal sick leave accumulation becomes exhausted.

- 4.2.1 **Committee:** A Committee to consist of three (3) persons appointed by the President of the United Liverpool Faculty Association and two (2) persons appointed by the Superintendent of Schools (the "Committee") will oversee the Bank including approval of requests for use of sick leave bank credits. The vote of a majority of the entire Committee is required to conduct Committee business. Where a conflict of interest is perceived, the ULFA President or the Superintendent of Schools will, on an ad hoc basis, replace a challenged Committee member at the request of the other.

- 4.2.2 **Enrollment:** Teachers, Regular Substitute Teachers, School Nurses and Therapists will be offered an opportunity to enroll in the Bank by executing an enrollment application and authorizing the contribution of a day of their sick leave accumulation to the Bank. Thereafter, membership in the Bank shall be continuous until affirmatively rescinded in writing. Contributions to the Bank will be automatic at the determination of the Committee when the Bank balance falls to fifty (50) days. Teachers, Regular Substitute Teachers, School Nurses and Therapists who choose to discontinue their participation in the Bank will not be eligible for restoration of the contributions they have made to the Bank.
- 4.2.3 **Entitlement:** Teachers, Regular Substitute Teachers, School Nurses and Therapists who are enrolled in the Bank prior to the onset of disability leave and whose personal sick leave accumulation becomes exhausted may petition the Committee at the ULFA office for Bank credits. The Committee will review the request and, at the discretion of the Committee, will review a statement from the applicant's physician verifying disability. Further verification of disability may be required by the District at the District's expense. There may be a five-day (5) delay between exhaustion of personal sick leave and the onset of Bank entitlement. Commencing the sixth day exclusive of Saturday and Sundays following depletion of the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's personal sick leave accumulation the Committee shall award sufficient Bank credits to maintain the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's regular salary rate for the period of anticipated disability not to exceed the conclusion of the current school year or the maximums stipulated below. Should the disability persist longer than originally anticipated, twenty-day (20) renewals of sick Bank credit may be awarded by the Committee.
- 4.2.4 **Maximum Entitlement:** The maximum Bank credit to which a Teacher, Regular Substitute Teacher, School Nurse or Therapist shall be entitled is ninety (90) days in any school year, not to exceed a career maximum of three hundred sixty (360).
- 4.2.5 **Waiver of Five-Day (5) Delay:** Where a Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's actual sick leave accumulation at the onset of disability is 75% or more of the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's maximum possible accumulation the five-day (5) delay would be waived. For example: a Teacher, Regular Substitute Teacher, School Nurse or Therapist in the tenth year of service has been credited with one hundred fifty (150) days sick leave. The 75% threshold represents one hundred twelve and one half (112-1/2) days. If such a Teacher, Regular Substitute Teacher, School Nurse or Therapist had one hundred twelve and one half (112-1/2) days or more at the onset of disability and exhausted the entire accumulation the five-day (5) delay would be waived. Where there are recurrences of a condition leading to a disability, whether the five-day (5) delay was originally imposed or waived, the delay would be waived.
- 4.2.6 **Unused Credits:** Upon return to service, unused Bank credits are returned to the Bank. Teachers, Regular Substitute Teachers, School Nurses or Therapists with no sick leave accumulation will be awarded paid sick leave of one and one-half (1-1/2) days per month for the duration of the current year from the Bank. This award is non-cumulative. Where the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's annual maximum of ninety (90) days or career maximum of three hundred sixty (360) days Bank credit has been exhausted, the District will advance sick leave credit in accordance with current policy GCBDA Sick Leave Extension.

- 4.2.7 **Appeals:** In the event an applicant for sick leave credit challenges the decision of the Committee, an appeal will be heard by a tripartite panel consisting of one (1) person selected by the applicant, one (1) person selected by the United Liverpool Faculty Association and one (1) person selected by the District. The decision of a majority of the panel shall be binding.

§4.3 Professional Development Fund

- 4.3.1 **Effective July 1, 2013:** A District fund of one hundred seventy-five thousand dollars (\$175,000) shall be available for Professional Development on an annual basis.
- 4.3.2 The fund shall be distributed to each school building in the District in direct proportion to the individual building's student enrollment captured on BEDS day of each year.
- 4.3.3 Each building's School Excellence Team (SET) shall be tasked with determining how its own professional development funds allotted to the building will be spent.
- 4.3.4 SET shall be made up of the Building Administrator and a minimum of seven (7) ULFA members and shall operate by consensus as it makes all decisions about how the financial allotment will be spent.
- 4.3.5 Building allotment money shall not be spent on regular salaries of District employees or on common school supplies except by memorandum of agreement between the District and the ULFA.
- 4.3.6 Building allotment money that is not spent during a given school year shall be rolled over and added to the following year's allotment for use by the building SET. The District SET funds shall be capped at three hundred fifty thousand dollars (\$350,000).
- 4.3.7 ULFA member participation in professional development offered by the SET shall be voluntary and compensated at the In-Service Education rate when offered outside the contractual workday.

§4.4 Jury Duty

- 4.4.1 A Teacher, Regular Substitute Teacher, School Nurse or Therapist required to serve on jury duty on a regular school day shall receive for each day thereof his/her regular salary less any compensation received for such jury service.
- 4.4.2 Expense allowances received in connection with jury service shall not be construed as compensation.

§4.5 Emergency or Personal Business Leave

- 4.5.1 Full-time Teachers, Regular Substitute Teachers, School Nurses or Therapists shall be given five (5) working days per school year with pay for emergency or personal reasons as set forth on the Attendance Transmittal form attached hereto as Exhibit C.

- 4.5.2 It is the specific intent of the parties that the leaves provided in this section are not granted for the purpose of a "day off" or a holiday or to supplement a legal holiday or vacation. Moreover, it must be the case that such emergency or personal business obligation needs the personal attention of the Teacher, Regular Substitute Teacher, School Nurse or Therapist and cannot be attended to at other than normal working hours. Abuse of this privilege shall be cause for appropriate disciplinary action.
- 4.5.3 Any unused portion of the leave granted by this section shall accumulate to the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's sick leave credit at the end of any School Year in accordance with §4.1.4.
- 4.5.4 The Attendance Transmittal Form shall be completed whenever possible prior to each of the five (5) personal days.
- 4.5.5 Effective with the 1992-93 school year, if personal leave is necessary beyond the five (5) working days given per year for illness or death in the immediate family, Teachers, Regular Substitute Teachers, School Nurses and Therapists will be allowed three (3) additional paid days per year from their available sick leave upon approval of the Superintendent.
- 4.5.6 Should any differences arise between the Teacher, Regular Substitute Teacher, School Nurse or Therapist and his/her Immediate Supervisor regarding the correct interpretation of this section, either party may consult the Director of Human Resources.

§4.6 Visiting Days

Visiting days may be permitted with the consent of the Principal during the School Year if within the approved budget allocations.

§4.7 Other Absences

Absences for reasons other than those stated above will result in loss of pay unless otherwise determined by action of the Board upon written request to both the Building Principal and the Superintendent.

ARTICLE V SABBATICAL LEAVE

§5.1 Stipend

Sabbatical leave may be granted for either a half (1/2) year or a full school year. A Teacher on sabbatical leave shall receive one-half (1/2) his/her regular annual compensation, whether the leave is for a half (1/2) year or a full school year. Compensation will be in accordance with normal pay procedure.

§5.2 Guarantee of Continued Services

- 5.2.1 The recipient of a sabbatical leave must agree to remain in the employ of the District for at least one (1) school year following his/her return from leave. Effective with the 2007-08 school year, the recipient of a sabbatical leave must agree to remain in the employ of the District for at least two (2) school years following his/her return from leave.

5.2.2 The recipient of a leave must agree, as a condition of accepting leave, that voluntary resignation prior to the expiration of the period carries with it the obligation of repayment of a prorated portion of the stipend as follows:

- (i) Immediately following leave - 100%
- (ii) Less than one (1) school year - a prorated portion thereof.

§5.3 Service

A period of sabbatical leave shall be counted as time worked for the purpose of determining a Teacher's placement on the appropriate step of the basic schedule.

§5.4 Discontinuation

Effective July 1, 2010, sabbaticals will no longer be granted. Section 5.2 shall continue in full force for sabbaticals awarded and taken prior to July 1, 2010.

A R T I C L E VI

PROFESSIONAL DEVELOPMENT GRANTS

Effective July 1, 2013 the District will provide a total of fifty thousand dollars (\$50,000) annually to fund the Professional Development Grant Program. Professional grant money that is not spent during a given year (July 1 - June 30) shall be rolled over and added to the following year's allotment for distribution; however, the funds shall be capped at one hundred thousand dollars (\$100,000).

§6.1 Purpose

The purpose of the Professional Development Grant Program shall be to help provide opportunities for development on an annual basis to enrich Teachers in their certified fields of work.

§6.2 Eligibility

To be eligible to receive funds through the Professional Development Grant Program, Teachers must be tenured in the Liverpool Central Schools.

§6.3 Funding of Grant Proposals

Grants to fund proposals for professional development activities shall be awarded by the Professional Development Grant Program Committee in an amount not to exceed two thousand five hundred dollars (\$2,500) for any individual grant request.

§6.4 Professional Development Grant Program Committee

6.4.1 A Committee to consist of two (2) persons appointed by the Superintendent of Schools and three (3) persons appointed by the President of the United Liverpool Faculty Association shall meet by October 1, 2013, to develop the operational details of the Professional Development Grant Program, including the basic rules and procedures governing the approval and funding of grant proposals.

- 6.4.2 The Committee shall publish the basic rules and procedures governing the operation of the Professional Development Grant Program to all eligible Teachers by January 1, 2014, including the deadlines and procedures for application and the method under which requests for funding will be considered for approval.

ARTICLE VII

LEAVE OF ABSENCE WITHOUT PAY

§7.1 Parental Leave - Teachers and Therapists

- 7.1.1 A leave of absence without pay shall be granted by the District to a Teacher or Therapist for the purpose of childbearing and/or child rearing for a period not to exceed two (2) years.
- 7.1.2 A Teacher or Therapist shall give thirty (30) days advance notice to the District in writing for such a leave unless emergency conditions warrant otherwise. In cases of adoption, such leave shall commence upon adoption.
- 7.1.3 The effective date for a Teacher's or Therapist's return from such a leave of absence shall be at the beginning of the semester unless the District, Teacher or Therapist and the Association mutually agree otherwise. The Association shall not have the power to veto such an agreement.
- 7.1.4 A Teacher, Regular Substitute Teacher or Therapist who is pregnant may continue in active employment as late into pregnancy as is desired.
- 7.1.5 A Teacher or Therapist who is unable to perform teaching duties by reason of a disability associated with pregnancy or child-bearing shall, if on active duty at the time said disability occurs, be entitled to the sick leave benefits provided in Article IV of this Agreement. Sick leave benefits, however, shall terminate upon commencement of an unpaid leave.

§7.2 Parental Leave - School Nurses

- 7.2.1 A leave of absence without pay shall be granted by the District to a School Nurse for the purpose of childbearing and/or child rearing for a period not to exceed two (2) years.
- 7.2.2 A School Nurse shall give thirty (30) days advance notice to the District in writing for such a leave unless emergency conditions warrant otherwise. In case of adoption, such leave shall commence upon adoption.
- 7.2.3 A School Nurse who is pregnant may continue in active employment as late into pregnancy as is desired.
- 7.2.4 A School Nurse who is unable to perform duties by reason of a disability associated with pregnancy or child-bearing shall, if on active duty at the time said disability occurs, be entitled to the sick leave benefits provided in §4.1 of this Agreement. Sick leave benefits, however, shall terminate upon commencement of an unpaid leave.

§7.3 Peace Corps, Vista, Job Corps, Teacher Corps

7.3.1 Leave of absence without pay shall include teaching in such public organizations as the above with a two-year (2) limit, with the stipulation that such leave of absence be granted only to a Teacher with tenure.

7.3.2 A Teacher granted such a leave shall return at not less than the Salary Step he/she would have reached had he/she stayed in the District.

§7.4 Exchange Teaching

Any Teacher may apply for participation in the teacher exchange program such as the Educational Exchange Program of the United States Department of Health, Education and Welfare or the United States Office of Education. The determination of how many and which Teachers shall participate in such programs shall rest with the Superintendent. A Teacher's tenure, when participating in such a program, shall operate as it does when a Teacher takes Military Leave.

§7.5 Academic Leave

7.5.1 Academic leave shall be leave without pay for purposes identical with those governing Sabbatical Leave (Article V).

7.5.2 Preliminary requests for Academic Leave shall be submitted by April 1 with final requests due by May 1.

7.5.3 Academic leave may be recommended by the Superintendent, regardless of the term of previous service by the applicant, and is subject to approval of the Board of Education.

§7.6 Other Leave Without Pay- School Nurse, Therapist

7.6.1 A leave of absence without pay, not to exceed one (1) year, may be granted to a School Nurse or Therapist by the Board of Education upon the recommendation of the Superintendent of Schools.

7.6.2 A School Nurse or Therapist shall give reasonable written notice to the District that such a leave is requested.

7.6.3 In the event the length of leave of absence needs to be altered, the date of return will be mutually agreed upon between the Superintendent of Schools and the School Nurse or Therapist.

7.6.4 Leaves of Absence Without Pay for thirty (30) days or less may be granted upon the approval of the immediate administrator/supervisor and the Superintendent of Schools. Longer leaves of absence must be approved by the Board of Education.

7.6.5 Fringe benefits will not be available during any leaves of absence without pay. Upon return from such leave of absence, salary and fringe benefits shall be restored.

7.6.6 School Nurses or Therapists will continue to gain service credit for salary, seniority, sick leave and personal leave purposes for any one leave of absence which is approved for thirty (30) days or less.

- 7.6.7 Service credit for salary, seniority, sick leave and personal leave purposes will not accrue for employees on leave of absence which exceed thirty (30) days. The length of leave will be measured from its effective date of commencement.

§7.7 Special Two-Year Leave of Absence

Upon written application from a Teacher, a maximum of a two-year (2) leave of absence shall be granted under the rules and procedures listed below to Teachers who are within two years (2) of retirement. The Teacher must be eligible to retire before the end of the second year of the leave of absence (the Teacher is vested in the NYSTRS and will be fifty-five (55) by the end of or during the second year of the leave of absence).

- 7.7.1 Unless otherwise approved by the Superintendent of Schools, leaves of this kind will begin with the start of the fall school semester and will end on the day the Teacher becomes fifty-five (55) years old.
- 7.7.2 The District will initially grant a one-year (1) leave of absence without pay. During this leave, the District will continue its share of health insurance benefits in the same way they would for any Teacher on a one-year (1) unpaid leave of absence.
- 7.7.3 By May 1 of the one-year (1) unpaid leave of absence, when Teachers on regular leave of absence have to notify the District of their intent to return to their positions, the Teacher on this special leave of absence will, upon request, be granted a second consecutive unpaid leave of absence upon submission of an irrevocable letter of intent to retire when he/she reaches the age of fifty-five (55). This fifty-fifth (55th) birthday must be on or before June 30 of the school year in which the second consecutive unpaid leave of absence takes place. This second consecutive unpaid leave of absence will end on the day the Teacher becomes fifty-five (55) years old. At this May 1 notification date, the Teacher may alternatively notify the District that he/she will return to teaching in the District in the upcoming school year.
- 7.7.4 For the duration of the second consecutive unpaid leave of absence, the Teacher on leave will pay the full amount of health/dental insurance premiums in accordance with procedures in operation in the school district.
- 7.7.5 Upon retirement at age fifty-five (55), the Teacher will retire with the same retiree health insurance benefits and premium costs he/she would have been granted if he/she had, in fact, worked for the final two (2) years rather than been on unpaid leave of absence. This is assuming that the Teacher meets the Retiree Insurance "service requirement" stipulated in §14.5 of the Collective Bargaining Agreement prior to the beginning of the first year's leave of absence. Time spent on this special unpaid leave of absence will not count toward the service requirement stipulated in §14.5.
- 7.7.6 Upon retirement at age fifty-five (55), the Teacher will be eligible for the available contract provisions if the Teacher otherwise meets the eligibility requirements for these provisions as defined in the Collective Bargaining Agreement. In the case of the retirement incentive option, the final salary to be used in computation will be the final annual salary in effect for that Teacher in the school year the first year's leave of absence commences or, in the case of a leave of absence beginning on or before September 1, the incentive will be computed on the annual salary in effect for that Teacher in the school year immediately prior to the beginning of the first year of this special unpaid leave of absence.

7.7.7 Teachers on this special unpaid leave of absence will be barred from accepting a paid position in either a public or private school system during the leave of absence.

§7.8 Salary Schedule Placement Upon Return

A Teacher, School Nurse or Therapist returning from an unpaid leave, who has worked a semester or more in the school year the leave began, shall be entitled to movement to the next step on the Salary Schedule. If return is in the same school year, no such movement will take place that year.

§7.9 Maximum Unpaid Leave Entitlement

A Teacher shall not be entitled to aggregate more than four (4) school years of unpaid leave of absence in any period of ten (10) consecutive school years.

7.9.1 Teachers last employed prior to July 1, 1978 shall begin their ten (10) consecutive year periods on July 1, 1978.

7.9.2 Teachers on unpaid leave of absence prior to September 1, 1978 shall begin their ten (10) consecutive year periods on the date of their return to active service.

7.9.3 Teachers employed subsequent to July 1, 1978 shall begin their ten (10) consecutive year periods on their effective date of employment.

§7.10 Notice of Intent to Return

Teachers, School Nurses and Therapists on leave of absence without pay will notify the District two (2) months prior to the expiration of the leave of their intent to return, or not return, to duty except where said leave terminates during July or August. In such cases, Teachers and School Nurses and Therapists will notify the District of their intent not later than the preceding May 1.

A R T I C L E V I I I

G R I E V A N C E P R O C E D U R E

§8.1 Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its Teachers, Regular Substitute Teachers, School Psychologists, Guidance Counselors, Social Workers, School Nurses and Therapists is essential to the operation of the schools, it is the purpose of this procedure to secure at the lowest possible administrative level, equitable solutions to alleged grievances of Teachers, Regular Substitute Teachers, School Psychologists, Counselors, Social Workers, School Nurses and Therapists through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the District and its Teachers, Regular Substitute Teachers, School Psychologists, Guidance Counselors, Social Workers, School Nurses and Therapists are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

§8.2 Definitions

- 8.2.1 **Grievance** shall mean any claimed violation, misinterpretation, misapplication, or improper application of the terms and conditions of this Agreement.
- 8.2.2 **Supervisor** shall mean any Principal, Associate Principal, Assistant Principal, immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged Grievance arises except for the chief executive officer.
- 8.2.3 **Superintendent** shall mean the Superintendent of Schools or other person appointed to act on his behalf.
- 8.2.4 **Grievant** shall mean any person or group of persons in the negotiating unit filing a Grievance.
- 8.2.5 **Party in Interest** shall mean the Grievance Committee of the Association and any party named in a Grievance who is not the Grievant.
- 8.2.6 **Grievance Committee** is the committee created and constituted by the United Liverpool Faculty Association.
- 8.2.7 **Hearing Officer** shall mean any individual or board charged with the duty of rendering decisions at any stage on Grievances hereunder.

§8.3 Procedures

- 8.3.1 All Grievances shall include the name and position of the Grievant, the identity of the provision of law, this Agreement, policies, etc., involved in the said Grievance, the time when and the place where the alleged events or conditions constituting the Grievance existed, the identity of the party responsible for causing the said events or conditions if known to the Grievant and a general statement of the nature of the Grievance and the redress sought by the aggrieved party.
- 8.3.2 Except for informal decisions at Stage 1 (i), all decisions shall be rendered in writing at each step of the Grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the Grievant and the Association.
- 8.3.3 If a Grievance affects a group of Grievants and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- 8.3.4 The preparation and processing of Grievances, insofar as practicable, shall be conducted during the hours of employment, avoiding interruption of classroom activity and avoiding involvement of students in any phase of the grievance procedure.
- 8.3.5 The District and the Association agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications and records concerning the Grievance.
- 8.3.6 Except as otherwise provided in §8.5.1 (i) and §8.5.1 (ii) a Grievant and any Party In Interest shall have the right at all stages of a Grievance to confront and cross-examine all witnesses on his own behalf.

- 8.3.7 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by either party or any other participant in the grievance procedure or any other person by reason of such Grievance or participation therein.
- 8.3.8 The form for filing Grievances is annexed to this Agreement as Exhibit D. Forms for serving notices, taking appeals and making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The Superintendent shall then have them printed and distributed so as to facilitate operation of the grievance procedure.
- 8.3.9 All documents, communications and records dealing with the processing of a Grievance shall be filed separately from the personnel files of Grievant. No documents, communications or records dealing with the processing of a Grievance shall be filed in the personnel files of any participant.
- 8.3.10 Nothing contained herein will be construed as limiting the right of any Grievant having a Grievance to discuss the matter informally with any appropriate member of the Administration and having the Grievance informally adjusted without intervention of the Association. In the event that any Grievance is adjusted without formal determination pursuant to this provision, while such adjustment shall be binding upon the Grievant and shall in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
- 8.3.11 If any provision of this grievance procedure or any application thereof to any Grievant or group of Grievants in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- 8.3.12 The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written Grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 (i) and all written decisions at all stages. Official minutes, if requested by either party, shall be kept of all proceedings at Stage 4 with expenses thereof shared by Board and Association. A copy of such minutes shall be made available to the parties promptly after the conclusion of hearings at Stage 4. The official Grievance Record shall be available for inspection and/or copying by the Grievant, the Grievance Committee and the Board, but shall not be deemed a public record.
- 8.3.13 The existence of the procedure hereby established shall not be deemed to require any Teacher, Regular Substitute Teacher or School Nurse or Therapist to pursue the remedies here provided and shall not in any manner impair or limit the right of any Grievant to pursue any other remedies available in any other form provided, however, that should a Grievant choose to submit a Grievance to arbitration, that Grievant shall be precluded thereafter from initiating an alternative course of action with the New York State Public Employee Relations Board or the Commissioner of Education if the matter is the same as that submitted to arbitration.

§8.4 Time Limits

- 8.4.1 Since it is important to good relationships that Grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

- 8.4.2 No written Grievance will be entertained as described below, §8.5.1 (ii), and such Grievance will be deemed waived unless written Grievance is forwarded at the first available stage within thirty (30) school days after the Grievant knew of the act or condition on which the Grievance is based.
- 8.4.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the Grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- 8.4.4 Failure, at any stage of the grievance procedure to communicate a decision to the Grievant, his/her representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.
- 8.4.5 In the event a Grievance is filed on or after June 1, every effort shall be made to settle the Grievance by June 30.

§8.5 Stages

8.5.1 Stage 1 - Supervisor

- (i) A Grievant having a Grievance will discuss it with his/her Supervisor, either directly or through a representative, with the objective of resolving the matter informally. The Supervisor will confer with all Parties In Interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such Party In Interest with whom consultation has been had without the Grievant or his/her representative present.
- (ii) If the Grievance is not resolved informally, it shall be reduced to writing and presented to the Supervisor. Within five (5) school days after the written Grievance is presented to him/her, the Supervisor shall, without any further consultation with the Grievant or any Party In Interest, render a decision therein, in writing, and present it to the Grievant, his/her representative, and the Association.

8.5.2 Stage 2 - Superintendent

- (i) If the Grievant initiating the Grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the Grievant shall within five (5) school days present the Grievance to the Association's Grievance Committee for its consideration, and the Association shall notify the District.
- (ii) If the Grievance Committee determines that the Grievant has a meritorious Grievance, then it will file a written appeal of the decision at Stage 1 with the Superintendent within ten (10) school days after the Grievant has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
- (iii) Within five (5) school days after receipt of the appeal, the Superintendent shall either hold a hearing with the Grievant and the Grievance Committee or its representatives and all other Parties In Interest or notify the Grievant and the Grievance Committee in writing that he/she elects not to hold such hearing. If the Superintendent so elects not to hold the hearing, his/her notification to that effect shall constitute a decision denying the Grievance.

- (iv) If a hearing on the matter is held, the Superintendent shall render a decision in writing to the Grievant, the Grievance Committee and its representative, within five (5) school days after the conclusion of the hearing.

8.5.3 Stage 3 - Board of Education

- (i) If the Grievant and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board within ten (10) school days after receiving the decision at Stage 2. The Official Grievance Record maintained by the Superintendent shall be available for the use of the Board.
- (ii) Within ten (10) school days after receipt of an appeal, the Board shall hold a hearing on the Grievance. The hearing shall be conducted in executive session.
- (iii) Within ten (10) school days after the conclusion of the hearing, the Board shall render a decision in writing on the Grievance.

8.5.4 Stage 4 - Arbitration

- (i) After such hearing, if the Grievant and/or Association are not satisfied with the decision at Stage 3, and the Association determines that the Grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the Grievance to arbitration by written notice to the Board within fifteen (15) school days of the decision at Stage 3. Arbitration hereunder shall be pursuant to the Voluntary Arbitration Rules and the American Arbitration Association.
- (ii) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association will agree upon a mutually acceptable arbitrator competent in the area of the Grievance, and will obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may request appointment of an Arbitrator under the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- (iii) The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
- (iv) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor add to, subtract from or modify any of the provisions of this Agreement.
- (v) The decision of the arbitrator shall be final and binding upon all parties.
- (vi) The costs of the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Association.

ARTICLE IX

SUPERVISION

§9.1 Personnel File

- 9.1.1 The official personnel file for each Teacher, Regular Substitute Teacher, School Nurse and Therapist shall be maintained by the District Human Resources Office. A duplicate of this file shall be retained by the Immediate Supervisor.
- 9.1.2 Said personnel file shall contain records, reports, recommendations, and correspondence between the Teacher, Regular Substitute Teacher, School Nurse or Therapist and the District subsequent to employment. One copy of said records, reports, recommendations and correspondence shall be distributed to each of the following: (1) Teacher, Regular Substitute Teacher, School Nurse; or Therapist (2) Supervisor; (3) District Human Resources Office.
- 9.1.3 A Teacher, Regular Substitute Teacher, School Nurse or Therapist may inspect such personnel file upon request and make copies of any material found therein at a cost not to exceed ten cents (\$.10) a page.
- 9.1.4 Pre-employment and confidential information shall not be considered part of such personnel file.
- 9.1.5 No complaint shall be placed in the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's file without his/her knowledge and an opportunity to make a written statement of explanation to be attached.

§9.2 Evaluation

- 9.2.1 The purpose of having Teacher, Regular Substitute Teacher, School Nurse and Therapist Evaluation is to help them improve their skills and to compile adequate information to validate decisions concerning continuation or termination of employment in the District.
- 9.2.2 Every Teacher, Regular Substitute Teacher, School Nurse and Therapist upon employment or upon change of assignment shall be furnished with a list of Duties and Responsibilities.
- 9.2.3 Teachers will be observed according to the Annual Professional Performance Review (APPR) Cycle (Exhibit P).

Probationary Teachers: Three (3) classroom observations (two (2) formal observations and one (1) walkthrough) per year for the probationary period prior to the awarding of tenure.

Tenured Teachers: Two (2) classroom observations (one (1) formal observation and one (1) walkthrough) per year.

- 9.2.4 **Classroom Observation Form** - The Formal Teacher Observation Form Template (Exhibit E) contained in the APPR Plan shall be completed based on Domain 1: Planning and Preparation, Domain 2: The Classroom Environment, and Domain 3: Instruction all of which are included within the Teacher Reflective Rubric and used primarily as a basis for discussion and collaboration with Teachers and Regular Substitute Teachers.

Probationary Teachers:

- a. One formal observation shall occur by November 15th, one walkthrough by January 15, and the second formal observation by April 30th as prescribed in the Annual Professional Performance Review (APPR) Cycle (Exhibit P). The purpose of the Pre-Observation Conference Guide for Formal Observations (Exhibit N) shall be for the teacher and administrator to engage in a meaningful conversation that highlights specific aspects of the lesson, program or class environment that the teacher would like the administrator to observe. The Lesson Plan for Formal Teacher Observations (Exhibit M) will be completed and submitted to the Supervisor prior to the pre-observation conferences.
- b. Observation reports shall include issues discussed at the pre-observation conferences.
- c. A post-observation conference for Probationary Teachers will be held for the purpose of the teacher and administrator to engage in a meaningful conversation that highlights specific aspects of the lesson, program or class environment that was observed for the formal evaluation (Exhibit O).
- d. Nothing herein shall be construed to prohibit additional unannounced classroom observations of Probationary Teachers which will not require pre-observation or post-observation conferences.

Tenured Teachers:

- a. One formal observation and/or one walkthrough are completed by January 15th and/or April 30th as prescribed in the Annual Professional Performance Review (APPR) Cycle (Exhibit P). The purpose of the Pre-Observation Conference Guide for Formal Observations (Exhibit N) shall be for teacher and administrator to engage in a meaningful conversation that highlights specific aspects of the lesson, program or class environment that the teacher would like the administrator to observe. The Lesson Plan for Formal Teacher Observations (Exhibit M) will be completed and submitted to the Supervisor prior to the pre-observation conferences.
- b. Observation reports shall include issues discussed at the pre-observation conferences.
- c. A post-observation conference for Tenured Teachers will be held for the purpose of the teacher and administrator to engage in a meaningful conversation that highlights specific aspects of the lesson, program or class environment that was observed for the formal evaluation (Exhibit O).
- d. Nothing herein shall be construed to prohibit additional unannounced classroom observations of Tenured Teachers which will not require pre-observation or post-observation conferences.

- 9.2.5 **Reflective Rubric Conference** - The Reflective Rubric Conference offers the teacher and evaluator the opportunity to review Domains 1 through 4 (Exhibit L), and the corresponding Elements of each Domain, and determine how the evidence and artifacts relate to each category. The rating bands will be reviewed simultaneously with the rubric (Exhibit L) and evidence; and ratings will be assigned through a collaborative process between administrator and teacher.

Probationary Teachers:

- a. Reflective Rubric and Progress to Tenure Conference due by June 1 and Tenure Recommendation and Reflective Rubric Conference (when applicable) due by April 30 as prescribed in the Annual Professional Performance Review (APPR) Cycle (Exhibit P).

Tenured Teachers:

- a. Reflective Rubric Conference due by June 1 as prescribed in the Annual Professional Performance Review (APPR) Cycle (Exhibit P).

Regular Substitute Teacher:

- a. Where a Regular Substitute Teacher is appointed to serve for one (1) semester or more, such Regular Substitute Teacher shall receive a formal observation on or before January 15th or May 1st.

9.2.6 **Tenure Recommendation Reports** – These are confidential in nature. The statements contained in them shall reflect the overall performance of the Teacher. Unless there are extenuating circumstances, the statements should be consistent with those contained in the Teacher Observation Forms and Reflective Rubric Conference. These reports will be reviewed by the Board of Education twice annually, once no later than November 1 and once no later than February 1, and shall be included in the official personnel file.

9.2.7 **Reflective Rubric** – The purpose of this rubric is to assist teachers and other non-teaching specialists to develop as professionals. It is a professional tool for teachers and administrators to use as a common reference point to guide discussions of teacher performance and student learning. It specifically addresses areas hereto referred to as domains of planning and preparation, classroom environment, instruction and professional responsibilities. It will be distributed to all teachers and non-teaching specialists at the beginning of each school year. The conference to discuss the reflective rubric will be held on or before June 1 of each school year.

9.2.8 The School Nurse or Therapist Supervisory/Evaluation Report shall be comprehensive in nature and based on first-hand observations as well as the School Nurse's and Therapist's general performance in carrying out assigned duties and responsibilities. Statements contained in these reports shall point out strengths and weaknesses, if any, and if necessary offer suggestions for improvement. The Report shall be discussed with the School Nurse or Therapist. The School Nurse or Therapist shall then initial the Report to indicate that it has been read. The School Nurse or Therapist will then have the right to submit a written personal statement relative to the contents of the Report. The Report shall be written and submitted to the School Nurse or Therapist on or before March 15th of each school year.

9.2.9 Each School Nurse or Therapist who is to be terminated for any reason shall be provided with at least two (2) weeks notice of such termination. No permanent School Nurse or Therapist (one who has completed the probationary period) shall be dismissed from employment with the District except for "Just Cause".

- 9.2.10 Suggestions, with reference to changes of the form and content of evaluation reports as well as the procedure by which they will be administered, will be solicited from the Association Executive Committee. Copies of the Classroom Pre-Observation Conference Form, Lesson Plan Format, Teacher Observation Form, Post-Conference Form, and Teacher Reflective Rubric are attached hereto as Exhibits N, M, E, O, and L respectively. Placement of forms in the official personnel file is noted at the top of each form.
- 9.2.11 All monitoring or observation of the performance of a Teacher, Regular Substitute Teacher, School Nurse or Therapist shall be conducted openly. No electronic recording devices (audio or video) will be used for the purpose of evaluation without the express written consent of the Teacher, Regular Substitute Teacher, School Nurse or Therapist and the Building Representative. The Building Representative shall not have the power to veto a consent given by the Teacher, Regular Substitute Teacher, School Nurse or Therapist.
- 9.2.12 Each of the formal observations required shall be followed within ten (10) school days by a personal conference between the observer and Teacher or Regular Substitute Teacher for the purpose of a collaborative conference and tagging of evidence.
- 9.2.13 Any Teacher Observation Form or Report which indicates that a Teacher or Regular Substitute Teacher has a need to improve skills will be accompanied by written suggestions intended to assist the Teacher or Regular Substitute Teacher in improvement of performance. If the need for improvement arises, for a Non-Tenured Teacher or Regular Substitute Teacher, a Professional Growth Assistance Plan (PGAP) or a Teacher Improvement Plan (TIP) will be written, monitored, and the concerns revisited. For Tenured Teachers, a Professional Growth Assistance Plan (PGAP) or Teacher Improvement Plan (TIP) will be written. In all instances the need, content, and monitoring of these plans will involve conversations between representatives of the ULFA and the District.

§9.3 Mentor Program

- 9.3.1 A tenured Teacher can participate in the Mentor Program.
- 9.3.2 By June 1 of the School Year preceding that in which the mentorship is to occur, the tenured Teacher will submit the Mentor Program Form (Exhibit I) to his or her Supervisor.
- 9.3.3 By July 1, the Supervisor will determine if the mentorship will be approved and will return the approved form to the tenured Teacher or will schedule a meeting with the Teacher to discuss the reasons for non-approval.
- 9.3.4 Approved Mentors agree to serve as a Mentor for one school year. In the event that approved Mentors are not matched with Mentees, they agree to serve for the school year as a resource to Mentees within their building/department, sharing or demonstrating best practices in teaching.
- 9.3.5 Approved Mentors agree to attend a two (2) day paid training program in late August. Future training requirements for the Mentor Program will be determined annually by the Mentor Program Steering Committee.
- 9.3.6 On or before June 1 of the mentorship year, approved Mentors will complete the Reflection of Experience portion of the Mentor Program Form (Exhibit I).

9.3.7 The completed Exhibit I may be included as evidence for that year's Annual Professional Performance Review.

9.3.8 As part of the commitment to Mentees, Mentors will also be entitled to the substitute costs for two (2) release days during the school year. These days may be used at the discretion of Mentors and are intended to allow time for Mentors to perform his/her own professional responsibilities outside of the mentoring role, including visitations, conferences, classroom planning, etc.

§9.4 Probationary Teachers

9.4.1 Each Probationary Teacher who is not to be reemployed for the following School Year must be so notified by May 1st of the current year.

Such notification shall not be required in situations involving an abolition of positions covered by Section 2510 of the Educational Law.

Further, both parties recognize the importance of and will work towards prompt notification of those Teachers whose positions have been formally abolished by the Board of Education. Towards this end, the parties, through their designated representatives, will meet to establish appropriate parameters.

9.4.2 No later than four (4) months before the end of the probationary period, the District shall notify the Teacher in writing if said Teacher is not to be recommended for tenure appointment.

§9.5 Decision for Continued Employment

The decision for continued employment of Teachers, Regular Substitute Teachers, School Nurses and Therapists will be consistent with the facts.

§9.6 Performance of Duties

If a Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's performance of duties is unsatisfactory but correctable, the District shall, prior to taking disciplinary action, inform the Teacher, Regular Substitute Teacher, School Nurse or Therapist in writing, of the nature of the dissatisfaction and the suggested corrective action.

§9.7 Final Interview

9.7.1 Any Teacher, Regular Substitute Teacher, School Nurse or Therapist whose employment is terminated, for any reason, by the Teacher, Regular Substitute Teacher, School Nurse or Therapist or the District may, upon request, obtain a final interview with the Building Administrator and/or the Superintendent.

9.7.2 All forms and information available to the District applicable to termination of employment will be available during said final interview.

§9.8 School Nurse and Therapist Layoff and Recall

9.8.1 School Nurses and Therapists will be laid off in accordance with their seniority as a School Nurse or Therapist with the least senior School Nurse or Therapist to be laid off first. The order of layoff shall be in accordance with the following employment status:

Temporary	First
Probationary	
Permanent	Last

- 9.8.2 Seniority shall be defined as the length of continuous, uninterrupted employment as a School Nurse and/or Therapist measured from the effective date of employment as a School Nurse and/or Therapist. Unpaid leave will not be considered interrupted employment. However, time spent on unpaid leave of absence shall not be credited to seniority. Part-time employment shall be credited on a prorated basis of full-time employment.
- 9.8.3 A School Nurse or Therapist who is laid off will be placed on a preferred eligible list and entitled to recall to a permanent part-time, full-time or temporary vacancy in order of seniority with the most senior School Nurse or Therapist to be recalled first. The preferred eligibility list status shall expire four (4) years from the effective date of layoff. School Nurses or Therapists who decline to accept a recall to a permanent full-time vacancy will lose their preferred eligible list rights and such declination will be deemed a resignation of employment effective the date of declination.

ARTICLE X

WORKING CONDITIONS

§10.1 Emergency School Closing

- 10.1.1 The District will use its best effort to give notice of emergency school closings to the Syracuse radio stations by 6:30 a.m.
- 10.1.2 On days when school is closed for emergency reasons, Teachers, Regular Substitute Teachers, School Nurses or Therapists will not be expected to report for work except on a voluntary basis. However, if conditions under which schools were closed improve, they are encouraged to report to their respective buildings and carry on such activities as planning, record keeping, organizing materials and housekeeping chores.
- 10.1.3 Where excessive snow days or other emergency closings cause a reduction in pupil days below the State required 180, it is understood that Teachers, Regular Substitutes and School Nurses will work the necessary number of extra days scheduled for pupils during vacation periods without additional compensation. The question as to which days shall be "made up" shall be determined by the District after notice to the staff. The Association shall have the right to consult with the District on the rescheduling of the days.

§10.2 Class Size

The District will endeavor to achieve an average class size of approximately twenty-five (25) pupils.

§10.3 Promotional Positions and Voluntary Lateral Transfers

- 10.3.1 All permanent openings for teaching and school nurse and therapist positions within the District and for administrative and supervisory positions shall be posted in conspicuous locations in each school, the Administrative Office and the Educational Communications Center for ten (10) days prior to the filling by the Board of Education of such opening(s) on a permanent basis. All qualified Teachers, Regular Substitute Teachers and School Nurses and Therapists shall be given an adequate opportunity to make application for such positions. An endeavor will be made to extend the courtesy of an interview to them.

- 10.3.2 Where less than thirty (30) days notice of vacancy is received by the District, the requirement to post the notice of vacancy is waived.
- 10.3.3 Incumbent Regular Substitute Teachers who hold the appropriate certificate and who make proper application will be considered for teaching vacancies. The District retains the unfettered discretion to make hiring determinations.

§10.4 Teacher's School Day

- 10.4.1 The Teacher's and Regular Substitute Teacher's school day shall normally begin thirty (30) minutes before the children's school day and extend fifteen (15) minutes beyond the children's dismissal time. The Teacher's and Regular Substitute Teacher's normal day shall be seven and one quarter (7-1/4) hours inclusive except as otherwise scheduled at the reasonable discretion of the Administration.
- 10.4.2 Effective July 1, 1993, the elementary Teacher's day shall include within the seven and one quarter (7-1/4) hour school day a thirty-five (35) minute meeting period free of instructional or supervisory duties prior to the arrival of the children in the morning. This meeting period shall be in addition to the "uninterrupted daily preparation period" cited in Section 10.9.1 of this agreement.
- 10.4.3 This thirty-five (35) minute meeting time will normally be used for grade level team planning meetings, cross grade level planning meetings, meetings with special area teachers and special education teachers, child study team meetings, meetings with school or district counselors, social workers, or psychologists, building council meetings, meetings with instructional coaches, meetings with other school or district personnel, and other meetings deemed necessary by the teacher.

§10.5 School Nurse's Work Day

The School Nurse work day shall normally be eight (8) hours, inclusive of a thirty-minute (30) daily lunch period. Attendance at building staff meetings related to student health services, departmental meetings, and kindergarten registration nights, when requested, is considered to be part of the normal work day of School Nurses and is not subject to additional compensation.

Work beyond the Nurses' normal work day shall be compensated at the Nurses' straight hourly wage based on the following formula:

$$\text{Hourly Rate} = \frac{\text{Nurse's Annual Salary Rate}}{1600 \text{ Hours}}$$

§10.6 Therapist Work Day

The Therapist work day shall normally be seven and one quarter (7-1/4) hours, inclusive of a thirty-minute (30) lunch period. In addition, the therapist shall be permitted to schedule an uninterrupted daily preparation of not less than thirty (30) minutes free of duties with the approval of placement within the daily schedule by the supervising administrator.

§10.7 Teacher, Regular Substitute Teacher, School Nurse and Therapist Facilities

The Board shall make available in each school one (1) room which shall be used as a faculty lounge.

§10.8 Teacher Assignment, Transfer and Reduction of Staff

- 10.8.1 Teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.
- 10.8.2 Any Teacher who will be affected by change of grade level assignment in the elementary schools or change of subject area in the secondary grades will be notified and consulted by the Principal as soon as practicable and under normal circumstances before the end of the School Year. Such changes will be voluntary as far as possible.
- 10.8.3 In the event that within the system it becomes necessary to transfer Teachers from one building to another, or from one tenure area to another within the building, the following procedure will be followed:
- (i) The District shall seek volunteers for such transfers from within the building affected.
 - a. An affected building is one in which Teacher transfers are necessary because a need to reduce staffing cannot be accommodated by normal staff attrition.
 - b. A volunteer can only be a Teacher in an affected building.
 - 1) For the purposes of implementing the language of this section, all Teachers assigned to a building to be closed shall be referred to as volunteers with the understanding that said Teachers are being involuntarily transferred.
 - 2) Any volunteer can withdraw his/her volunteer status and elect to remain in his/her current building.
 - (ii) Those Teachers who request transfer will be given first preference for the open position.
 - a. **Open Position**
 - 1) Any new position(s) in the building(s) that did not exist at that grade level in that building(s) during the prior school year and any additional position(s) in a building that did not exist in that building(s) during the prior school year.
 - 2) Any vacancy in a building that is not an "affected" building caused by retirement, death, resignation, termination, abandonment of a position, or layoff (excessing) that occurs in the last three (3) months of the school year or during the summer prior to the implementation of the selection procedure and that will be filled by a permanent appointment in the following school year.
- If a "vacancy", as defined, occurs in an "affected" building, that vacancy shall be utilized to reduce the number of least senior Teachers and/or volunteers eligible to be transferred.

- 3) An open position is not a position that is encumbered by a Teacher who is on an approved leave of absence.
- 4) Before any positions are declared to be open positions, the District, by June 1st, shall determine its staffing requirements for each building based upon the requirements to fill the positions presently in each building in each grade level and project the requirements within the same grade levels for the forthcoming school year.
 - a) If there are fewer K-6 positions within an elementary building with no corresponding reduction in staff, then the provisions of §10.8.3 of the collective bargaining agreement shall apply.
 - b) If there are fewer subject area positions in a middle school with no corresponding reduction in staff, then the provisions of 10.8.3 of the collective bargaining agreement shall apply.
 - c) If there are fewer subject area positions in the high school houses with no corresponding reduction in staff, then the provisions of §10.8.3 of the collective bargaining agreement shall apply.
 - d) If there are the same number of K-6 positions in an elementary building, albeit at different grade levels, the building principal shall make adjustments with existing building staff in accordance with §10.8.2 of the collective bargaining agreement and the respective tenure rights of Teachers.
 - e) If there is the same number of positions in each subject area in the middle school, the building principal shall make adjustments with existing building staff in accordance with §10.8.2 of the collective bargaining agreement and the respective tenure rights of Teachers.
 - f) If the same number of positions exist in each subject area in the high school houses, the executive principal of the high school shall make adjustments with existing building staff in accordance with §10.8.2 of the collective bargaining agreement and the respective tenure rights of Teachers.
 - g) If there are more K-6 positions within an elementary school, then:
 - 1) If it is necessary to transfer Teachers from one building to another, the provisions of §10.8.3 of the collective bargaining agreement as set forth herein will apply; or
 - 2) If it is not necessary to transfer Teachers from one building to another, then the provisions of §10.3 of the collective bargaining agreement shall apply.

- h) If there are more subject area positions at the middle school, the provisions of §10.3 of the collective bargaining agreement as set forth herein shall apply.
- i) If there are more subject area positions in the high school houses, then:
 - 1) If it is necessary to transfer Teachers from one building to another, the provisions of §10.8.3 of the collective bargaining agreement shall apply; or
 - 2) If it is not necessary to transfer Teachers from one building to another, the provisions of §10.3 shall apply.

b. Teachers Who Request Transfer

- 1) If there are new teaching positions assigned to a building and there are Teacher(s) in the existing buildings who would have to be involuntarily transferred due to a more senior Teacher on a previously approved leave of absence, such new position transferred into the building shall be designated as "encumbered" by a person on a leave of absence and the Teacher(s) who would have been placed involuntarily in the pool shall be permitted to remain in his/her building.
- (iii) If there are more requests for transfer than there are open positions, those Teachers with the greatest seniority within the system will be given first preference.
- a. Seniority within the system shall mean the total continuous District service in a position covered by this collective bargaining agreement, as shown by the Board of Education minutes. Such service shall include all Regular Substitute Teaching Service.
 - 1) Unpaid leaves of absences shall not be included in the computation of such service, but such unpaid leaves of absences shall not constitute a "break" in continuous service.
 - 2) Paid leaves of absence, including sabbatical leaves, shall be included in the computation of total continuous District service, at full credit, and shall not constitute a "break" in service.
 - 3) Service rendered for the District in any position not covered by this collective bargaining agreement, even if rendered while on an approved or "de facto" leave of absence from a permanent teaching position, shall be treated as an unpaid leave of absence.

- (iv) If there are not enough requests for transfer to meet the District's needs, the Teacher with the least seniority in the tenure area(s) at the elementary level or the Teacher with the least seniority in the subject area at the secondary level in the building affected will be the one transferred.
- a. Tenure area at the elementary level shall be:
- 1) all K-6 Teachers whose actual employment began prior to June 30, 1966, and
 - 2) all K-5 Teachers whose actual employment began after September 1, 1966, and
 - 3) all K-6 Teachers whose actual appointment date by the Board of Education was on or after May 13, 1975, and
 - 4) special subject tenure areas, and
 - 5) middle school tenured Teachers assigned to 6th level positions.
- b. Least seniority in the tenure area at the elementary level shall be determined as follows:
- 1) for teaching positions requiring elementary certification, the appropriate tenure area from which such determination shall be made shall be those set forth in (iv) a.1), a.2), a.3), and a.5) above.
 - 2) for teaching positions in the special subject areas, the tenure areas shall be the appropriate special subject tenure area.
- c. Seniority in the tenure area at the elementary level shall be defined as the total amount of system-wide seniority (as defined above) less any service in another tenure area in the District. For purposes of determining the least senior Teacher in the elementary tenure area, Teacher(s) who were on an approved leave shall be considered as a part of that building and shall, if necessary, have their seniority entered into the selection procedure accordingly.
- d. At the Secondary level, the "affected buildings" as defined in §10.8.3.(i)a. above shall be the particular middle school, the Grade 10-12 high school, or the Grade 9 high school.
- e. Subject area shall be the appropriate academic area (mathematics, science, English, social studies, foreign language) or the appropriate special subject area as outlined in §30.8 of the Rules of the Board of Regents in which the Teacher spends the majority of his/her time.
- f. Seniority in the subject area at the secondary level shall be defined as the total amount of system-wide seniority (as defined above) less any service in another subject area in this District, provided, however, that such definition does not violate a Teacher's tenure rights. For purposes of determining the least senior Teacher in a subject area in a secondary school, Teacher(s) who were on an approved leave shall be considered as part of that building and/or subject area and shall, if necessary, have their seniority entered into the selection procedure accordingly.

g. The number of Teachers who will be subject to involuntary transfer shall be ascertained by first determining the number of affected Teaching positions in the affected building (or the subject area in the affected building) and subtracting there from the number of Teachers who voluntarily elect to transfer.

(v) **Building Closing**. In the event of a building closing, all Teachers being involuntarily transferred, whether assigned to the building to be closed or another, shall be permitted to make their selection of an open position based upon their system-wide service as defined above.

(vi) Special subject area Teachers are also entitled to all of the rights, benefits and privileges provided above.

10.8.4 Probationary and tenured Teachers excessed pursuant to Section 2510 of the Education Law, shall, in addition to any and all rights provided by that Section, be entitled to be placed upon a preferred eligible list of candidates for appointments to a Regular Substitute Teaching position that then exists or that may thereafter occur without reduction in salary or increment. The persons on such preferred list shall be appointed to such Regular Substitute Teaching positions in the order of their length of service in the system at any time within six (6) years from the date of abolition or consolidation of their permanent Teaching positions. Furthermore, the District shall not seek to deny any unemployment compensation benefits to which such excessed probationary and tenured Teachers may be entitled.

10.8.5 In the event a Teacher, either voluntarily or involuntarily, transfers to a different tenure area and the Teacher's position in such tenure area is thereafter abolished, such Teacher shall be entitled to return to a position in his or her previous tenure area(s) should a vacancy exist. Such right shall exist for seven (7) years. It is understood that the return to such position will require the commencement of a new probationary appointment which shall also be the commencement of such Teacher's seniority within the tenure area.

This provision shall not be construed to limit an individual Teacher's right to challenge the District's failure to grant tenure and/or seniority credit for prior service within a tenure area in which such Teacher previously served.

§10.9 Teaching Load

10.9.1 The District will endeavor to arrange the daily class schedule so that each Teacher and Regular Substitute Teacher will usually have an uninterrupted daily preparation period of not less than thirty (30) minutes free of teaching duty.

10.9.2 Teachers, Regular Substitute Teachers and Therapists will be provided a half (1/2) hour period free of all duty at or near the school lunch time.

§10.10 Individual Education Plans

Each Special Education Teacher shall be provided one (1) teaching day of paid released time for the purpose of writing Individual Education Plans (IEPs). The day shall normally take place within thirty (30) days prior to scheduled annual review dates.

A R T I C L E X I

C U R R I C U L U M D E V E L O P M E N T

- §11.1 It is recognized that the Board has the legal responsibility for, and the ultimate control over the curriculum used in District schools, however, the Association shares with the District concern for curriculum improvement and they will cooperatively endeavor to meet the needs of our growing and changing school populace.
- §11.2 Suggestions for curriculum revision may be initiated by Teachers and/or Administrators and are subject to Board approval. Budgeting for and structuring desired curriculum revision remains an integral duty of administration, while responsibility for implementing the revisions in a classroom are the normal responsibility of the Teacher, just as implementation within a building is the normal responsibility of the Administrator.
- §11.3 Within budget allocations, the District may establish curriculum area committees (number of members to be determined by Administration) and these committees shall have opportunity to work on curriculum development and major revision during the summer months of each calendar year.

A R T I C L E X I I

A S S O C I A T I O N R I G H T S

- §12.1 The District will provide the Association annually with copies of the current ST-3 financial form within one (1) week of the time each is available at a cost not to exceed ten (10) cents per page.
- §12.2 The District will provide the Association with current updates to the Board policies at no charge to the Association.
- §12.3 The District will provide the Association with an updated list of all employees within the bargaining unit as of October 1st of each year and a current update of that list indicating all changes (additions, deletions, leaves, etc.) that have taken place. This update shall be accomplished through regularly furnishing the Association with copies of Board minutes. The District will also provide the Association with an updated "scattergram" relating to salary schedule placement, etc. as of March 1st of each year.
- §12.4 Six representatives of the bargaining unit selected by the Association shall each be entitled to be released from teaching duties without loss of pay for two School Days per School Year for the purpose of attending NYSUT's annual meeting. A representative selected to attend such meeting shall notify the appropriate Immediate Supervisor not later than one week in advance of the said meeting.
- §12.5 The District agrees to make available, at Association expense, a telephone accessible to the President of the Association or his/her designee at all times during the hours when the school switchboard is open.
- §12.6 All existing Board policies and procedures and practices pertaining to the Association will remain in full force except as modified by this Agreement.

§12.7 Association Release Time

- 12.7.1 **Effective August 1, 2012:** The Association President shall be released full time with full pay and benefits consistent with his/her years of service to the District for the purpose of conducting Association activities.
- 12.7.2 **Effective August 1, 2012:** The Association First Vice President shall be released 6/10 time with full pay and benefits consistent with his/her years of service to the District for the purpose of conducting Association activities.
- 12.7.3 The ULFA may request, and the parties must agree, to divide the 1.6 FTE compensated release time in a way other than described in §12.7.1 and §12.7.2.
- 12.7.4 The combined instructional duties and responsibilities of the Association officers on release time as agreed to in accordance with §12.7.3 shall consist of 0.4 FTE of the duties and responsibilities of a regular full-time employee in the same instructional position. Specific duties and responsibilities schedules shall be developed annually by the Superintendent of Schools in consultation with the Association President.

§12.8 Agency Fee

The District shall deduct from the salary of each bargaining unit member who is not a member of the Association a monthly service fee each month as a contribution toward the negotiation and administration of the agreement and the representation for such employee. The service charge which shall be payable and forwarded to the Association will be deducted in accordance with the current dues deduction procedures and shall be an amount equal to the Association's regular monthly dues. However, agency fee paying members are entitled (upon written request) to refunds for expenses for activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. Agency fee deductions shall not be deducted from non-bargaining unit members who perform "additional employment as may be made available by the District in the areas covered by this Agreement which are normal extensions of the teaching process."

ARTICLE XIII MEDICAL EXAMINATION

- §13.1 To safeguard the health of pupils and to determine the physical and mental capacity to perform required duties, the District may require a Teacher, Regular Substitute Teacher, School Nurse or Therapist to submit to a prescribed medical examination at any time.
- §13.2 Where the medical examination is performed by the District-designated physician, the District shall pay the entire expense of such an examination. A Teacher, Regular Substitute Teacher, School Nurse or Therapist who chooses to designate the examining physician shall pay the entire cost of the examination.
- §13.3 In the event that the District is not satisfied with the personal physician's report, it may request an examination by its designated physician. If the physicians do not agree on the Teacher's, Regular Substitute Teacher's, School Nurse's or Therapist's ability or disability to work, the two physicians shall agree upon a third physician. The decision of any two (2) of these shall be binding on both parties.

ARTICLE XIV

INSURANCE

§14.1 Health and Medical Insurance

- 14.1.1 Effective January 1, 2010, the District will carry the Excellus Classic Blue Region Wide insurance plan unless otherwise agreed upon by the parties. The District shall continue in effect the benefit levels in accordance with those described in the Excellus Classic Blue Region Wide health insurance contracts in effect on January 1, 2010. Effective September 1, 2013, the prescription drug benefit shall be amended to provide the following: a thirty-day (30) supply retail shall cost the participant a five dollar (\$5) co-pay for tier-one prescriptions; a fifteen dollar (\$15) co-pay for tier-two prescriptions; and a thirty dollar (\$30) co-pay for tier-three prescriptions. A ninety-day (90) mail-order supply shall cost the participant a ten dollar (\$10) co-pay for tier-one prescriptions; a thirty dollar (\$30) co-pay for tier-two prescriptions; and a sixty dollar (\$60) co-pay for tier-three prescriptions. All other features of the plan effective August 31, 2013 shall remain in place. The District shall continue in effect the prescription drug benefit levels in accordance with those in effect September 1, 2013 unless otherwise agreed upon by the parties. Information describing the prescription drug formulary (listing of prescription drugs and their corresponding tiers) shall be made available to the participant upon request.
- 14.1.2 The District shall contribute 95% of the premium for each participating Teacher's, Regular Substitute Teacher's, School Nurse's and Therapist's coverage and 90% of the premium for a participant's dependent's coverage. For each participating Teacher, Regular Substitute Teacher, Therapist and School Nurse appointed on or after July 1, 2007, the District shall contribute 85% of the premium for dependent's coverage. The health plan carries a one hundred dollar/three hundred dollar (\$100/\$300) deductible.
- 14.1.3 **HMO Premiums.** The District's contribution to Health Maintenance Organization (HMO) premiums shall not exceed the dollar contributions which the District contributes to the basic health and major medical plans.
- 14.1.4 **Pre-admission Testing.** The parties agree that bargaining unit members undergoing surgery at a hospital shall make every effort to have any necessary tests performed prior to the day of surgery on an out-patient basis except where the surgery is an emergency in nature or where the physician recommends otherwise.
- 14.1.5 Effective September 1, 2013, the District shall make available to all unit members an Employee Assistance Program (EAP).
- 14.1.6 Effective September 1, 2013, where both spouses are active employees of the District and coverage for dependent children is desired, a family coverage must be elected. Neither spouse will be permitted to elect an individual coverage in addition to the family coverage.

Where one spouse is an active employee of the District and the other spouse is a retiree of the District and coverage for eligible dependents is desired, a family coverage must be elected. Neither spouse will be permitted to elect an individual coverage in addition to the family coverage. If one of the spouses dies, the surviving spouse will be permitted to continue coverage under the District's plan and shall be entitled to elect the applicable coverage (individual

or family) by request within thirty (30) days (or within the timeframe specified in the insurance carrier's guidelines, whichever is later) of notification of the death of his/her spouse.

Where both spouses are retirees of the District and coverage for eligible dependents is desired, a family coverage must be elected. Neither spouse will be permitted to elect an individual coverage in addition to the family coverage. If one of the spouses dies, the surviving spouse will be permitted to continue coverage under the District's plan and shall be entitled to elect the applicable coverage (individual or family) by request within thirty (30) days (or within the timeframe specified in the insurance carrier's guidelines, whichever is later) of notification of the death of his/her spouse.

§14.2 Dental Insurance

- 14.2.1 For each participating Teacher, Regular Substitute Teacher, School Nurse and Therapist, the District shall contribute 90% of the premium for a participant's coverage in a dental insurance program substantially equal in benefits to the current plan (100% Class I, 80% Class II, 50% Class III) with a maximum payment per calendar year per individual of one thousand five hundred dollars (\$1,500).
- 14.2.2 For each participating Teacher, Regular Substitute Teacher, School Nurse and Therapist, the District shall contribute 80% of the premium for a participant's dependents' coverage in a dental insurance program substantially equal in benefits to the current plan (100% Class I, 80% Class II, 50% Class III) with a maximum payment per calendar year per individual of one thousand five hundred dollars (\$1,500).
- 14.2.3 Orthodontia benefits substantially equal in benefits to the current Class IV orthodontia program, shall be added to the dental insurance program for both the employees and dependents at a 60% reimbursement rate, a two thousand dollar (\$2,000) lifetime maximum per individual, and a fifty dollar (\$50) deductible. This maximum shall be over and above the one thousand five hundred dollar (\$1,500) annual maximum for other dental expenses.

§14.3 Leave of Absence Without Pay

- 14.3.1 Effective July 1, 1983, the District's obligation to contribute to group health and dental insurance premiums for Teachers, Regular Substitute Teachers, School Nurses and Therapists on leave of absence without pay is limited to twelve (12) months of premium costs in any consecutive twenty-four (24) month period.
- 14.3.2 Effective July 1, 1985, in the case of a bargaining unit member on leave of absence without pay who becomes a full-time employee where he is offered an opportunity to participate in a group health insurance plan, the District shall not be required to pay any part of the member's health insurance during the duration of his/her full-time employment. Such member shall have the right to participate in the District's group health insurance plan, but this participation shall be totally at the member's expense.

§14.4 Interrupted Coverage

Teachers, Regular Substitute Teachers, School Nurses and Therapists who discontinue individual and/or dependent group health and dental insurance coverage during a period of leave of absence without pay, may have coverage reinstated in accordance with the following:

- 14.4.1 Should a Teacher, Regular Substitute Teacher, School Nurse or Therapist whose coverage has been canceled for failure to remit payments while on leave of absence without pay wish to have coverage reinstated while still on leave of absence, coverage may be reinstated as of the first day of the month coincident with or following the date of receipt of the re-enrollment application.
- 14.4.2 If coverage is canceled for non-payment and not reinstated while the Teacher, Regular Substitute Teacher, School Nurse or Therapist is on leave of absence without pay, coverage may be reinstated upon return to payroll (1) if the Teacher, Regular Substitute Teacher, School Nurse or Therapist's request for reinstatement of coverage is received before the expiration of leave of absence without pay, coverage may be reinstated effective the first day of the month coincident with or next following the date of return to payroll or (2) if the Teacher, Regular Substitute Teacher, School Nurse or Therapist's request for reinstatement of coverage is received on the day of return to payroll or within one (1) month thereafter, coverage may be reinstated as of the first day of the month coincident with or next following the date of request or (3) if the Teacher, Regular Substitute Teacher, School Nurse Therapist's request for reinstatement of coverage is received more than one (1) month following return to payroll, coverage may be reinstated under the conditions provided for late enrollment.

§14.5 Retiree Insurance

- 14.5.1 Upon retirement after ten (10) years service to the school district, a Bargaining Unit Member with an effective date of employment prior to January 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Bargaining Unit Members shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.
- 14.5.2 Upon retirement after fifteen (15) years service to the school district, a Bargaining Unit Member with an effective date of employment subsequent to January 1, 1993, may elect to continue participation in any aspect of the District's group insurance plans. Such Bargaining Unit Members shall be permitted to participate at the same benefit level(s) and contribution rate(s) as those currently employed.

§14.6 Flexible Benefit Spending Plan

Effective September 1, 2006, the District will offer a Section 125 Flexible Benefit Spending Plan for category I, II, III and IV (payroll deduction insurance premium contributions, unreimbursed medical expenses, dependent care and non-payroll deduction insurance premiums). Teachers, Regular Substitute Teachers, Therapists, and School Nurses will participate in all categories of the plan with no annual fee.

Employees who elect to participate in categories II, III or IV of the Flex Benefit Spending Plan must submit a signed Enrollment Application one (1) month prior to the start of the plan year.

§14.7 Continued Health Insurance for Surviving Spouses

- 14.7.1 Surviving spouses and/or dependents of active or retired employees are eligible for twelve (12) months of continued dependent health insurance coverage equal to that which was in force on the date of the death of the employee or retiree.
- 14.7.2 During said twelve-month (12) period, the surviving spouse and/or dependent(s) shall pay the employee premium contribution rate in accordance with the terms of the appropriate bargaining agreement.
- 14.7.3 Upon expiration of the twelve-month (12) period, the surviving spouse and/or dependent(s) will be eligible for continued health insurance benefits through COBRA.

A R T I C L E X V

DISTRICT RETIREMENT PLAN - TEACHERS

The District shall offer a retirement pay plan ("District Retirement Plan") having the features set forth hereafter, subject to said Plan's meeting the legal requirements of the Education Law and requirements of the New York State Teacher Retirement Board.

§15.1 Eligibility

To be eligible under the District Retirement Plan a Teacher shall be eligible for full benefit under the State plan and shall submit an Irrevocable Letter of Retirement in the form attached hereto as Exhibit K to become effective on the Effective Date.

§15.2 Computation of Entitlement

- 15.2.1 The Eligible Teacher's accumulated and unused Sick Leave Days as of August 31 preceding the Effective Date of Retirement or the end of the month preceding the month in which the Irrevocable Letter of Retirement is received, whichever is less, ("Accumulated Days") shall be multiplied by fifty dollars (\$50). The maximum amount of Accumulated Sick Leave Days to be applied for the benefits contained in this Article shall be two hundred (200) days.
- 15.2.2 Where said Irrevocable Letter of Retirement is received by the District one hundred twenty (120) days or more preceding the Effective Date the Teacher shall receive 100% of the Maximum Entitlement. Where one hundred nineteen through ninety (119-90) days notice is received, the Entitlement shall be 10% of the maximum. With less than ninety (90) days notice, there shall be no Entitlement.
- 15.2.3 A Teacher's Accumulated Days shall be reduced by the number of days consumed in the computation of the Entitlement.
- 15.2.4 The date of receipt of the Irrevocable Letter of Retirement shall be the date such letter is actually received by the District or three (3) days after the date of postmark, whichever first occurs.

§15.3 Payment

Payment shall be in the form of an Employer Non-elective Contribution to the 403(b) account of each covered Bargaining Unit Member eligible for the entitlement herein and in accordance with Appendix XI of this agreement. The Employer shall deposit the contribution no later than fifteen (15) business days following the employee's severance date:

§15.4 **Restoration of Paid Sick Leave**

In the event a Teacher, during his/her final year of service, exhausts his/her final year's paid Sick Leave allocation, he/she may reclaim sick leave days from those used to compute the Entitlement by reducing the Entitlement by the appropriate amount for each day so reclaimed.

§15.5 **Examples**

15.5.1	Effective Date	July 1
	Date of Notice	March 1 (120 days prior to effective date)
	Accumulated Days	200
	Entitlement	$200 \times \$50 \times 100\% = \$10,000$
15.5.2	Effective Date	July 1
	Date of Notice	March 15 (105 days prior to effective date)
	Accumulated Days	75
	Entitlement	$75 \times \$50 \times 10\% = \375

ARTICLE XVI

DISTRICT RETIREMENT PLAN - SCHOOL NURSES AND THERAPISTS

§16.1 School Nurses and Therapists shall be afforded benefits in accordance with Section 75i of the New York State Employees Retirement System.

§16.2 Upon retirement in accordance with the terms of the New York State Employee's Retirement System after ten (10) years of continuous active service in the District since the last date of appointment, School Nurses and Therapists shall be entitled to receive a separation stipend based on the School Nurse's and Therapist's earned and unused sick leave days as of the end of the month preceding the effective date of retirement multiplied by fifty dollars (\$50). Effective July 1, 2002 unused sick leave day as of the end of the month preceding the effective date of retirement shall be multiplied by one hundred dollars (\$100). The maximum amount of Accumulated Sick Leave Days to be applied for benefits contained in this Article shall be two hundred (200) days.

§16.3 **Payment**

Payment shall be in the form of an Employer Non-elective Contribution to the 403(b) account of each covered Bargaining Unit Member eligible for the entitlement herein and in accordance with Appendix XI of this agreement. The Employer shall deposit the contribution no later than fifteen (15) business days following the employee's severance date.

ARTICLE XVII

DISTRICT RETIREMENT INCENTIVE PLAN

A Retirement Incentive Plan (Incentive Plan) shall be available to all Bargaining Unit Members who reach age fifty-five (55) while in the employ of the District or who otherwise become eligible for retirement under the rules of their respective Retirement Systems (e.g. Disability Retirement). The incentive plan is forty percent (40%) of the bargaining unit member's final annual salary.

§17.1 **Eligibility Limitations**

- 17.1.1 By December 1 of each Fiscal Year, the District will give written notification to each Bargaining Unit Member who according to District records has attained or will attain age fifty-four (54) or older during that Fiscal Year and will, therefore, be potentially eligible for this Incentive in the upcoming Fiscal Year.
- 17.1.2 Prior to the end of the Fiscal Year (June 30) during which the Bargaining Unit Member receives such notification, the Member will meet with the District to establish the year of "Full Eligibility" (as defined in §17.2 below) which will be the year of final eligibility for the Incentive Plan. Determination of a Bargaining Unit Member's "Full Eligibility" and year of final eligibility shall be based on the Member's annual statement from his or her retirement system and on the definitions of "Full Eligibility" provided below in §17.2. It is each Member's individual responsibility to verify the District information regarding final year of eligibility for this Incentive. The Member shall contact both the District and the ULFA in writing if there are any disputes regarding "Full Eligibility."
- 17.1.3 Once a Bargaining Unit Member becomes "Fully Eligible" to retire as defined in 17.2, that Member must retire during the Fiscal Year in which he or she becomes "Fully Eligible" or otherwise the Member forfeits the right to this Retirement Incentive. Once this Retirement Incentive is forfeited, the Member will no longer be notified as outlined in §17.1.1 above.

§17.2 **Full Eligibility**

17.2.1 **New York State Teachers Retirement System**

For purposes of this Agreement, "Full Eligibility" shall be considered:

Tier I	Age 55 or older	20 years or more of credited service with the New York State Teachers Retirement System
Tiers II, III, IV	Age 55 or older	30 years or more of credited service with the New York State Teachers Retirement System
Tiers II, III	Age 62 or older	20 years or more of credited service with the New York State Teachers Retirement System
Tier IV	Age 62 or older	20 years or more of credited service with the New York State Teachers Retirement System

17.2.2 New York State Employees Retirement System

For purposes of this Agreement, "Full Eligibility", which shall be the year of final eligibility, shall be that year when the member can retire from the NYSERS without incurring penalty for early retirement.

For example:

Tier I	Age 55 or older	20 years or more of credited service with the New York State Employees Retirement System
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Members of the NYSERS should contact the LCSD Office of Human Resources for specific information on full eligibility and final year of eligibility for the Retirement Incentive Plan.

§17.3 Notification of Intent to Retire

17.3.1 Bargaining Unit Members who will retire at the completion of the school year (up to and including July 1) must notify the District of their intent to retire by submitting an Irrevocable Letter of Retirement one hundred twenty (120) days or more preceding the Effective Date of Retirement or the Bargaining Unit Member will forfeit his or her right to participate in the District Retirement Incentive Plan.

17.3.2 Bargaining Unit Members who will retire other than at the completion of the school year as referenced in §17.3.1 must notify the District of their intent to retire by submitting an Irrevocable Letter of Retirement one hundred twenty (120) days or more preceding the Effective Date of Retirement or the Bargaining Unit Member will forfeit his or her right to participate in the District Retirement Incentive Plan.

17.3.3 Examples:

(i)	Effective Date of Retirement	July 1
	Required Date of Notice	March 1 (or earlier): 120 days
(ii)	Effective Date of Retirement	August 15
	Required Date of Notice	April 15 (or earlier): 120 days
(iii)	Effective Date of Retirement	February 1
	Required Date of Notice	October 1 (or earlier): 120 days

17.3.4 Forfeiture of a Bargaining Unit Member's right to participate in the District Retirement Incentive Plan shall not affect the Member's eligibility for full compensation for accumulated and unused sick leave under the rules governing Articles XV and XVI (Compensation for Accumulated and Unused Sick Leave).

§17.4 Computation of Entitlement

17.4.1 Under the District Retirement Incentive Plan, an eligible Bargaining Unit Member shall receive a sum equal to forty percent (40%) of the Member's final annual salary paid in the form of an Employer Non-elective Contribution to their 403(b) account in accordance with Appendix XI of this agreement. The

employer shall deposit the contribution no later than fifteen (15) business days following the employee's severance date.

17.4.2 For the purposes of the Incentive entitlement, compensation earned under Appendix 1.2 ("Additional Supplemental Compensation"), or compensation earned under Appendix V ("Coaching"), Appendix VII ("Clubs and Organizations"), Appendix VIII ("Summer School"), or Appendix IX ("Department Chairpersons") shall be excluded. All other compensation shall be included in the computation of final annual salary.

17.4.3 Bargaining Unit Members who elect to participate in and who receive entitlement from the District Retirement Incentive Plan shall not be eligible for compensation under Articles XV and XVI (Compensation for Accumulated and Unused Sick Leave).

A R T I C L E XVIII

ACADEMIC FOCUS PROGRAM

§18.1 Compensation

The annual compensation rate for Academic Focus Program Teachers shall be calculated on the basis of 1/10 of the Teacher's ten (10) month base salary for each Academic Focus Program class taught. A class is equivalent to two (2) sessions per week for the school year. A session shall be one and one half (1-1/2) hours in length. An AFP Teacher is expected to arrive ten (10) minutes before the start of his/her first instructional period and remain five (5) minutes after the end of his/her final instructional period. In the event instruction is for less than the time specified for a class, the fractional rate of compensation shall be pro-rated accordingly. (e.g., if a particular class of instruction is one (1) session per week for the school year, the fractional rate will be 1/20.)

§18.2 Salary Earning and Payment

Salary shall be paid on essentially a biweekly basis. For Teachers who do not complete a full year's assignment, salary earned will be calculated in accordance with Commissioner's Regulation No. 8031 except that one eighth (1/80) shall be substituted for one two hundredth (1/200) in each instance mentioned in the Regulation for each session not taught. The rationale for the one eighth (1/80) per session rate is that one Academic Focus Program session equals two and one half (2-1/2) regular school day periods. Therefore, the ratio on one Academic Focus Program session to the total number of school days (by Period used in the Commissioner's Regulation) equals two hundred (200) divided by two and one half (2-1/2) or eighty (80).

§18.3 Academic Focus Program Calendar

Academic Focus Program instruction shall begin the first full week of regular day school and shall end the day preceding the commencement of school examinations. Academic Focus Program semesters shall coincide with the regular school day semesters.

§18.4 Paid Leave of Absence

Four (4) sick and/or personal leave days (except for the "no reason need be given" personal day) will be available per semester to Academic Focus Program Teachers. In the event a Teacher is absent for an Academic Focus Program assignment beyond the leave credits available, the day(s) absent will be deducted from the Teacher's biweekly

compensation in accordance with Commissioner's Regulation No. 8031. Paid leave credits will be non-cumulative.

§18.5 Appointment

Academic Focus Program Teachers will be appointed in the manner prescribed for regular Teachers. The appointment will indicate the annual salary rate and the effective date of employment. In addition, for internal administrative purposes, the days of the week to be worked will need to be reported.

A R T I C L E X I X
M I S C E L L A N E O U S

§19.1 Matters Not Covered

The parties agree to meet periodically during the term of this Agreement to discuss matters of mutual concern and the District will bring to the attention of the Association at such meetings any contemplated changes which are of mutual interest and concern.

§19.2 Mileage Allowance

Teachers, Regular Substitute Teachers, School Nurses and Therapists shall be reimbursed at the highest rate per mile paid by the District for the use of their personal cars on official school business.

§19.3 Reimbursements

- 19.3.1 Teachers, Regular Substitute Teachers, School Nurses and Therapists shall be reimbursed for any medical costs and for costs of replacing or repairing dentures, eye glasses, hearing aides or any similar bodily appurtenances which are damaged, destroyed or lost while they are acting in the legal discharge of duties within the scope of employment. Claims shall be filed by them pursuant to Workers' Compensation Law and for any insurance carried by the District prior to making application for reimbursement from the District. Such reimbursement shall not exceed 100% of the loss sustained.
- 19.3.2 In order to be eligible for such reimbursement, the Teacher, Regular Substitute Teacher, School Nurse or Therapist must report the incident, in writing, to the Superintendent of Schools. The report should be filed as soon as practicable and, except in unusual circumstances, should be filed within five (5) school days of the incident.

§19.4 Labor Management Committee

A Labor Management Committee shall be established as follows:

- 19.4.1 The Superintendent of Schools shall be the Management Co-Chairman.
- 19.4.2 The President of the Association shall be the Labor Co-Chairman.
- 19.4.3 The Committee shall have no more than five (5) members on either side (some permanent, some rotating).
- 19.4.4 Meetings shall be held monthly during the school year.

- 19.4.5 Minutes shall be taken and published in a timely manner and distributed to all unit employees.

§19.5 Non-Resident Tuition Waiver

- 19.5.1 A waiver of non-resident tuition will be granted to twelve (12) Teachers who were last hired before January 1, 1982 and who were not residents of the District as of the effective date of appointment. Teachers who were district residents on January 1, 1982 and subsequently moved out of the District shall not be entitled to the tuition waiver.
- 19.5.2 The tuition waiver is limited to tuition only and shall not be construed to compel or permit the District to provide pupil transportation, extraordinary supervision or any other service not ordinarily included within the basic educational program.
- 19.5.3 The waiver of tuition shall cease on the first day of the month following the Teacher's separation from employment.

§19.6 Payroll Deductions

Payroll deductions shall be made when duly authorized by a Teacher, Regular Substitute Teacher, School Nurse or Therapist or when required by law. (Examples of typical deductions which require employee authorization are U.S. savings bond purchases, Association dues, NYSUT Benefit Trust, NYSUT VOTE-COPE, credit union, health insurance and tax-sheltered annuities.) The Association shall provide acceptable authorization forms to be executed by the Teacher, Regular Substitute Teacher, School Nurse or Therapist authorizing any deduction.

ARTICLE XX

TERM

This Agreement shall become effective and retroactive, except as stipulated to the contrary herein, to July 1, 2012, and shall continue in full force and effect through June 30, 2015. Negotiations for a subsequent term shall commence on written request by either party to the other given not prior to January 2, 2015.

ARTICLE XXI

ENTIRE AGREEMENT


This Agreement contains the entire formal Agreement between the parties on the subject matters set forth herein and may be modified or amended only by written agreement of the parties.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATION ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

LIVERPOOL CENTRAL SCHOOL DISTRICT

DATE: 12/20/13

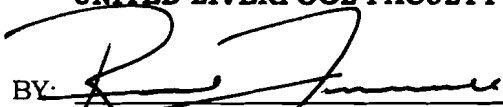
BY:


Mark F. Potter
Superintendent

UNITED LIVERPOOL FACULTY ASSOCIATION

DATE: 12/20/13

BY:


Richard J. Funnell
President, ULFA

APPENDIX I

TEACHERS'/REGULAR SUBSTITUTE TEACHERS' SALARY SCHEDULE 2012-2015 BACHELORS DEGREE

<u>STEP</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
4	\$42,668	\$43,128	\$43,706
5	43,668	43,628	44,206
6	44,668	44,651	44,719
7	45,168	45,673	45,767
8	45,679	46,184	46,815
9	46,201	46,707	47,339
10	46,742	47,241	47,875
11	47,304	47,794	48,422
12	47,890	48,368	48,989
13	48,499	48,968	49,577
14	49,131	49,590	50,192
15	49,785	50,236	50,830
16	50,533	50,905	51,492
17	51,311	51,670	52,178
18	52,116	52,465	52,962
19	52,956	53,289	53,777
20	53,827	54,148	54,621
21	54,731	55,038	55,502
22	55,672	55,962	56,414
23	56,640	56,925	57,361
24	57,654	57,914	58,348
25	58,716	58,951	59,362
26	59,829	60,037	60,425
27	60,986	61,175	61,538
28	62,199	62,358	62,704
29	63,460	63,598	63,917
30	64,783	64,888	65,188
31	66,038	66,241	66,510
32	67,300	67,524	67,897
33	68,676	68,814	69,212
34	70,197	70,221	70,534
35	71,520	71,776	71,977
Tenure	\$3,114	\$3,184	\$3,264
Masters Degree	2,429	2,484	2,546
Cert. Advan. Studies	1,550	1,585	1,625
Doctorate	2,960	3,027	3,103
Graduate Credit (per hour)	148	151	155
Longevity (§1.1.6)	1,310	1,339	1,372
Longevity Step 21 & above	879	899	921
Longevity Step 16 & above	695	711	729

Hiring in step shall be step 4. Teachers and Regular Substitute Teachers with 0, 1, 2, or 3 years of prior service shall be placed on step 4. Such advanced placement on the salary schedule shall not be construed as teaching/military service credit unless actual teaching/military service was performed.

§1.1 Supplemental Salary Data:

1.1.1 Annual Step Increment

Annual step increments in Appendix I shall be granted automatically in accordance with a Teacher's or Regular Substitute Teacher's service in the District. Each Teacher and Regular Substitute Teacher who was not at the maximum step during a School Year, and who was employed as a Teacher or Regular Substitute Teacher for not less than a full semester during that Year, shall be advanced to the next higher step on the Salary schedule in the next School Year.

1.1.2 Additional Educational Credit

For additional education credit accomplished between the listed columnar stages, a Teacher or Regular Substitute Teacher shall receive annually the amount indicated below for up to a maximum of 90 such credit hours.

2012-2013	\$ 148
2013-2014	151
2014-2015	155

To be eligible for payment, courses must be:

- (1) a graduate course or an acceptable course as part of a graduate degree program (differentiated from a graduate "level" course).
- (2) from an accredited college/university
- (3) related to the Teacher's or Regular Substitute Teacher's regular assignment or possible assignment, part of a new certification area or part of a program to earn administrative certification
- (4) approved in advance by the Assistant Superintendent of Human Resources

1.1.3 Advanced Degree Credit

For having earned the post graduate degrees set forth below, a Teacher or Regular Substitute Teacher shall receive annually the applicable sum:

	CAS	Doctorate
2012-2013	\$1,550	\$2,960
2013-2014	1,585	3,027
2014-2015	1,625	3,103

Any bargaining unit member earning both a CAS and a Ph.D. or an Ed.D. after July 1, 1985 shall be entitled only to compensation for the Ph.D. or Ed.D. and not for the CAS.

1.1.4 Salary Payment

Salaries shall be paid essentially on a biweekly basis.

1.1.5 Non-Automatic Increments

The District and the Association, in an attempt to maintain a high quality level of education through minimum standards of competence, have developed the following:

All increments up to and including Step 11 on the Teacher Salary Schedule shall be automatic. A Teacher performing work in a satisfactory (or better) manner shall progress automatically through all steps contained in the salary schedule. However, a Teacher who fails to perform in a satisfactory manner (or better) as adjudged by a committee hereinafter named shall be subject to retention on any step above step 11 and shall so continue until said committee determines otherwise.

The composition of the committee adjudging a Teacher's competency shall consist of the Teacher's Principal, the Superintendent of Schools, and two teachers named by the U.L.F.A. one of whom shall be from the building in which the Teacher is assigned and the second from the District at large. If the Teacher requests it, the Principal selected by the District shall be one other than said Teacher's Building Principal. Decisions arrived at shall be based on Supervisory Reports and other evidences

provided and shall be by a majority vote. The Teacher in question shall have the right to be heard by the committee.

1.1.6 Twenty-Five Year Longevity Stipend

Teachers and Regular Substitute Teachers with twenty-five (25) or more years of credited teaching service and with the last fifteen (15) of those twenty-five (25) years in continuous service in the District, shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.

2012-2013	\$1,310
2013-2014	1,339
2014-2015	1,372

1.1.7 Off-Step Teachers

Teachers who are off schedule or who go off schedule (beyond step 35) will receive the following base salary increases plus the add-ons at the bottom of Appendix I to which they are entitled:

2012-2013	1.14%
2013-2014	2.00%
2014-2015	2.00%

1.1.8 403(b) Matching Contributions

The District shall make a matching contribution into each eligible employee's 403(b) account in an amount equal to 100% of the employee's contribution up to a maximum of 1.75% for 2009-10, 1.00% for 2010-11 and 1.00% for 2011-12, and thereafter, of the employee's base and "add on" salary. The employer shall deposit the matching contribution biannually no later than the last day of January and no later than fifteen (15) business days following June 30th of each year. The district will distribute to each contributor, a receipt of District contributions once per year.

§1.2 Additional Supplemental Compensation

1.2.1 Home Instruction

Home Instruction Teachers shall be compensated at the rate of \$25.37 per hour for 2012-2013, \$25.62 for 2013-2014 and \$25.62 for 2014-15.

1.2.2 Curriculum Development and In-service Education

Eligible participants who complete an approved curriculum development or in-service education course or activity shall be compensated at the rate of \$20.16 per approved hour for 2012-13, \$20.36 for 2013-14 and \$20.36 for 2014-15.

1.2.3 SAT Instructors and Proctors

Teachers assigned to the SAT preparation program at Liverpool High School as instructors shall be compensated at the rate of \$53.55 per approved hour for 2012-13, \$54.09 for 2013-14 and \$54.09 for 2014-15.

SAT Proctors shall be compensated at the rate of \$27.13 per approved hour for 2012-13, \$27.40 for 2013-14 and \$27.40 for 2014-15.

1.2.4 Saturday Morning Suspension

Teachers assigned to the Saturday morning suspension/detention program at Liverpool High School shall be compensated at the rate of \$27.13 per approved hour for 2012-13, \$27.40 for 2013-14 and \$27.40 for 2014-15.

1.2.5 Committee on Special Education

(a) Bargaining Unit Members who serve on the Committee on Special Education during vacation periods shall be compensated at the following rates:

2012-2013	\$36.51 per hour
2013-2014	\$36.88 per hour
2014-2015	\$36.88 per hour

- (b) Bargaining Unit Members who are asked by the District to attend a Committee on Special Education meeting during a vacation period for the purpose of presenting a case before the Committee shall be compensated at an hourly rate computed by dividing the member's regular annual salary by 1450 hours.

1.2.6 Building CST Chair

Unit members serving as building CST Chair shall receive a \$714 stipend per school year in 2012-13, \$721 in 2013-14 and \$721 in 2014-15. All buildings shall have one (1) Chairperson position except the High School which shall have two (2) Chairperson positions.

1.2.7 National Board Certification

Upon proof of acceptance to the National Board Certification program and during the ensuing process, a Teacher is entitled to three (3) release days for the purpose of collaborative activities. Upon receipt of the certificate for National Board Certification, a teacher will receive an annual \$2,020 stipend for the term of the certificate.

§1.3 Mentoring Program

- 1.3.1 Attendance by Mentors at any full day designated training sessions that are held outside of the Teacher Work Year will be paid at the rate of \$136.80 per day for 2012-13, \$138.17 per day for 2013-14 and \$138.17 per day for 2014-15. Any partial days of training will be paid on a pro-rated basis.
- 1.3.2 Attendance by Mentees at any full day designated training sessions that are held outside of the Teacher Work Year will be paid at the rate of \$102.60 per day for 2012-13, \$103.63 per day for 2013-14 and \$103.63 per day in 2014-15.

APPENDIX II
SCHOOL PSYCHOLOGISTS' SALARY SCHEDULE
BACHELORS DEGREE

<u>STEP</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	\$46,229	\$46,769	\$47,438
2	46,729	47,269	47,938
3	47,240	47,780	48,454
4	47,761	48,303	48,975
5	48,302	48,836	49,511
6	48,864	49,389	50,057
7	49,449	49,963	50,624
8	50,059	50,562	51,212
9	50,689	51,185	51,826
10	51,344	51,830	52,465
11	52,091	52,499	53,126
12	52,868	53,263	53,811
13	53,675	54,058	54,595
14	54,513	54,883	55,409
15	55,385	55,740	56,255
16	56,291	56,631	57,134
17	57,230	57,558	58,047
18	58,199	58,518	58,997
19	59,214	59,508	59,981
20	60,276	60,546	60,996
21	61,388	61,632	62,060
22	62,546	62,769	63,173
23	63,754	63,953	64,338
24	65,021	65,188	65,552
25	66,339	66,484	66,818
26	67,652	67,832	68,146
27	68,667	69,174	69,528
28	69,765	70,212	70,903
29	70,958	71,335	71,967
30	72,184	72,555	73,118
31	73,598	73,808	74,369
32	75,114	75,254	75,653
33	76,784	76,804	77,135
34	78,447	78,512	78,724
Tenure	\$3,114	\$3,184	\$3,264
Masters Degree	2,429	2,484	2,546
Cert. Advan. Studies	1,550	1,585	1,625
Doctorate	2,960	3,027	3,103
Graduate Credit (per hour)	148	151	155
Longevity (§1.1.6)	1,310	1,339	1,372
Longevity Step 21 & above	879	899	921
Longevity Step 16 & above	695	711	729

Supplemental Data:

§2.1 Eleven (11) Month Work Year

Where work year is eleven (11) months, the eleventh month will be paid for at 10% of the Salary Schedule rate including hourly increments. Where the District finds it necessary to have a School Psychologist work extra time during vacation periods because of workloads, the stipend rate shall be 0.5% (1/200) of the School Psychologist's Regular Annual Salary for each additional day worked during vacation periods.

§2.2 Off-Schedule School Psychologists

Psychologists who are off schedule or who go off schedule (beyond step 34) will receive the following base salary increases plus the add-ons at the bottom of Appendix II to which they are entitled:

2012-2013	1.14%
2013-2014	2.00%
2014-2015	2.00%

§2.3 School Psychologists Salary Schedule Placement

Effective September 1, 1996, newly hired School Psychologists will be compensated in accordance with Appendix I. Their placement on Appendix I will be in accord with rules regarding newly hired Teachers' placement on Appendix I as per Article III, "Compensation".

§2.4 403(b) Matching Contributions

The District shall make a matching contribution into each eligible employee's 403(b) account in an amount equal to 100% of the employee's contribution up to a maximum of 1.75% for 2009-10, 1.00% for 2010-11 and 1.00% for 2011-12, and thereafter, of the employee's base and "add on" salary. The employer shall deposit the matching contribution biannually no later than the last day of January and no later than fifteen (15) business days following June 30th of each year.

APPENDIX III

SCHOOL NURSES' SALARY SCHEDULE

<u>STEP</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
3	\$36,677	\$37,002	\$37,427
4	37,177	37,502	37,927
5	37,688	38,013	38,440
6	38,211	38,536	38,963
7	38,751	39,071	39,499
8	39,315	39,623	40,048
9	39,900	40,200	40,614
10	40,507	40,798	41,205
11	41,140	41,418	41,818
12	41,795	42,066	42,453
13	42,338	42,735	43,118
14	42,904	43,291	43,803
15	43,490	43,869	44,373
16	44,142	44,469	44,966
17	44,818	45,135	45,581
18	45,519	45,826	46,263
19	46,249	46,543	46,972
20	47,000	47,290	47,707
21	47,787	48,058	48,472
22	48,609	48,862	49,259
23	49,476	49,703	50,084
24	50,370	50,589	50,946
25	51,310	51,503	51,854
26	52,290	52,464	52,791
27	53,314	53,467	53,776
Longevity (§3.3)	\$878	\$898	\$920
Longevity Step 16 & above	695	711	729
Longevity Step 21 & above	878	898	920
3 Year Service Stipend (§3.4)	1,546	1,581	1,621

Supplemental Data:

§3.1 Dual Assignment Stipend

Where School Nurse staffing at the High School does not exceed two (2) and where such staffing at the Morgan Road Complex, Soule Road Complex or the Chestnut Hill Middle/Elementary Schools does not exceed one (1), each School Nurse so assigned shall receive an annual stipend of 5% of her annual salary.

§3.2 Annual Step Increment

Annual step increments in Appendix III shall be granted automatically in accordance with a School Nurse's service in the District. Each School Nurse who was not at the maximum step during a School Year, and who was employed as a School Nurse for not less than a full semester during that Year, shall be advanced to the next higher step on the Salary schedule in the next School Year.

§3.3 Twenty Year (20) Longevity Stipend

School Nurses with twenty (20) or more years of credited service and with the last ten (10) of those twenty (20) years in the District, shall receive a stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall be counted as credited service. Continuous service in the District, shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not be added to service credit.

2012-2013	\$878
2013-2014	898
2014-2015	920

§3.4 Three (3) Year Service Stipend

Upon completion of three (3) years of continuous service in the District, School Nurses shall receive an additional stipend added to their annual salary as indicated below. Leaves of absence without pay do not interrupt continuous service but shall not add to service credit. All paid leaves of absence shall be counted as credited service.

2012-2013	\$1,546
2013-2014	1,581
2014-2015	1,621

§3.5 403(b) Matching Contributions

The District shall make a matching contribution into each eligible employee's 403(b) account in an amount equal to 100% of the employee's contribution up to a maximum of 1.75% for 2009-10, 1.00% for 2010-11 and 1.00% for 2011-12, and thereafter, of the employee's base and "add on" salary. The employer shall deposit the matching contribution biannually no later than the last day of January and no later than fifteen (15) business days following June 30th of each year.

APPENDIX IV

GUIDANCE COUNSELORS' SCHEDULE

Compensation for Guidance Counselors shall be based on the Teacher's Salary Schedule (Appendix I). They shall be paid in addition to the schedule as follows:

- §4.1 5% of the Teacher Salary Schedule rate in consideration for extra ten (10) days. If the Fourth of July falls during the work period of a Counselor, it will be counted as one of the ten (10) work days.
- §4.2 5% of the Teacher Salary Schedule rate in consideration for the extra time worked prior to and subsequent to the Teacher's regular school year. The extra work time is ten (10) work days above that of the normal Teacher, five (5) of these to be prior to the first student day in the fall and five (5) days immediately after the last day of school for students.
- §4.3 Counselors will be permitted to work and be paid their per diem rate for up to an additional ten (10) summer days as long as by June 1 they submit a plan detailing the work for the additional days and such plan is approved by the building administrator.

APPENDIX V

COACHES' SALARY SCHEDULE

§5.1 Basic Schedule

<u>STEP</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
3	\$3,642	\$3,678	\$3,678
4	4,043	4,083	4,083
5	4,431	4,475	4,475
6	4,824	4,872	4,872
7	5,217	5,269	5,269
8	5,608	5,664	5,664
9	6,002	6,062	6,062
10	6,393	6,457	6,457
11	6,786	6,854	6,854
12	7,183	7,255	7,255
13	7,548	7,623	7,623
14	7,913	7,992	7,992
15	8,275	8,358	8,358
16	8,643	8,729	8,729
17	9,114	9,205	9,205

Supplemental Data

5.1.1 Salary schedule will increase 1% in 2013-2014.

5.1.2 Off-step coach's salaries will increase by same percentage in the same year.

§5.2 Position Classification Schedule

BOYS ACTIVITIES

<u>Sport</u>	<u>Position</u>	<u>Major Responsibility</u>	<u>% of Basic Schedule</u>
Baseball	Head Coach	Varsity	90%
	Asst Coach	Junior Varsity	70%
Basketball	Head Coach	Varsity	100%
	Asst Coach	Junior Varsity	80%
Bowling	Head Coach	High School	40%
Crew	Head Coach	High School	90%
Cross Country	Head Coach	High School	70%
Football	Head Coach	Varsity	100%
	Asst Coach	Varsity	80%
	Asst Coach	Junior Varsity	80%
Golf	Head Coach	High School	60%
Gymnastics	Head Coach	Varsity	80%
Ice Hockey	Head Coach	Varsity	90%
	Asst Coach	Varsity	70%
Indoor Track	Head Coach	Varsity	70%
	Asst Coach	Varsity	50%

BOYS ACTIVITIES (continued)

<u>Sport</u>	<u>Position</u>	<u>Major Responsibility</u>	<u>% of Basic Schedule</u>
Lacrosse	Head Coach	Varsity	90%
	Asst Coach	Varsity	70%
	Asst Coach	Junior Varsity	70%
Soccer	Head Coach	Varsity	80%
	Asst Coach	Varsity	60%
	Asst Coach	Junior Varsity	60%
Swimming	Head Coach	Varsity	100%
	Asst Coach	Varsity	35%
	Asst Coach	Diving	70%
Tennis	Head Coach	High School	70%
Track	Head Coach	Varsity	90%
	Asst Coach	Junior Varsity	70%
Volleyball	Head Coach	High School	80%
	Head Coach	Varsity	60%
Wrestling	Head Coach	Varsity	100%
	Asst Coach	Varsity	80%
	Asst Coach	Junior Varsity	80%

GIRLS ACTIVITIES

<u>Sport</u>	<u>Position</u>	<u>Major Responsibility</u>	<u>% of Basic Schedule</u>
Basketball	Head Coach	Varsity	100%
	Asst Coach	Junior Varsity	80%
Bowling	Head Coach	High School	40%
Cheerleading	Head Coach	High School	70%
	Head Coach	Junior Varsity	70%
Crew	Head Coach	High School	90%
Cross Country	Head Coach	High School	70%
Field Hockey	Head Coach	Varsity	80%
	Asst Coach	Junior Varsity	60%
Golf	Head Coach	High School	60%
Gymnastics	Head Coach	Varsity	80%
Indoor Track	Head Coach	Varsity	70%
	Asst Coach	Varsity	50%
Lacrosse	Head Coach	Varsity	90%
	Asst Coach	Junior Varsity	70%
Soccer	Head Coach	Varsity	80%
	Asst Coach	Varsity	60%
	Asst Coach	Junior Varsity	60%

GIRLS ACTIVITIES (continued)

<u>Sport</u>	<u>Position</u>	<u>Major Responsibility</u>	<u>% of Basic Schedule</u>
Softball	Head Coach	Varsity	90%
	Asst Coach	Junior Varsity	70%
Synchronized Swim	Head Coach	High School	40%
Swimming	Head Coach	Varsity	80%
	Asst Coach	Varsity	30%
	Asst Coach	Varsity Diving	70%
Tennis	Head Coach	Varsity	70%
	Asst Coach	Junior Varsity	50%
Track	Head Coach	Varsity	90%
	Asst Coach	Varsity	70%
Volleyball	Head Coach	Varsity	100%
	Asst Coach	Junior Varsity	60%

7-8-9 COACHING SCHEDULE (Modified)

<u>Weeks in Activity</u>	<u>% of Basic Schedule</u>
10 weeks	60%
9 weeks	55%
8 weeks	50%
7-7.5 weeks	45%
6 weeks	40%

§5.3 Middle School Intramurals

All hours involved in conducting approved middle school intramurals shall be compensated at the rates established and set forth below:

2012-2013	\$16.28
2013-2014	16.44
2014-2015	16.44

APPENDIX VI

ACADEMIC TRANSITION PROGRAM

- §6.1 Unit members who teach in the Academic Transition Program shall be appointed to probationary positions and shall be compensated according to the Teacher's Salary Schedule and shall be entitled to all of the benefits of the Teacher's Collective Bargaining Agreement.
- §6.2 In the event of vacancies in the Academic Transition Program, the district shall grant an interview to currently employed teachers.

APPENDIX VII

CLUBS AND ORGANIZATIONS ADVISORS

- §7.1 Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1st Year	\$646	\$652	\$652
2nd Year	807	815	815
3rd Year	971	981	981
All-district band - asst. dir.		Literary club advisor	
All-district chorus - asst. dir.		Math League - hs	
All-district orchestra - asst. dir.		Math League - ms	
All-district asst. band dir. - ms		Musical - hs - lighting manager	
Computer club advisor		Ski club advisor	
French club advisor		Spanish club advisor	
Gay/Straight Alliance		Student council advisor - ms	
Junior NHS advisor			

- §7.2 Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1st Year	\$1,077	\$1,088	\$1,088
2nd Year	1,344	1,357	1,357
3rd Year	1,614	1,630	1,630
Global Exchange Advisor		Key Club advisor	
TSA, Technology Student Association		Mock Trial club advisor	
All-district band director		Model U.N. club advisor	
All-district band director - ms		Musical - hs - costume designer	
All-district chorus director		Musical - hs - pit orchestra director	
All-district orchestra director		Musical - hs - technical director	
Varsity Club		Musical - ms - technical director	
Color guard director - ms		Newspaper - hs	
Theatre Arts Club		NHS advisor	
Freshman Class Advisor		Orchestra equipment manager	
Jazz ensemble director - hs		SADD	
Jazz ensemble director - ms		Stage band director	
Junior Class Advisor		Yearbook advisor - ms	
		Youth Environmental Action advisor	

- §7.3 Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1st Year	\$1,293	\$1,306	\$1,306
2nd Year	1,614	1,630	1,630
3rd Year	1,938	1,957	1,957
Casting Hall - hs - director		Musical - hs - producer	
Casting Hall - hs- technical director		Musical - ms -drama director	
DECA advisor		Science fair advisor	
FAME - advisor		Sophomore Class advisor	

§7.4 Advisors to the student activities listed below shall be compensated as follows:

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Academic decathlon advisor	\$1,804	\$1,822	\$1,822
Auditorium Coordinator	2,691	2,718	2,718
Auditorium Stage Manager	2,691	2,718	2,718
Director: Student Activities	3,548	3,583	3,583
Athletic Equipment Manager	5,576	5,632	5,632
Music Equipment Manager	2,721	2,748	2,748
Pool Director	7,207	7,279	7,279
Robotics Advisors (2)	4,178	4,220	4,220
School Store Advisor	1,165	1,177	1,177
Science Olympiad Advisor	2,273	2,296	2,296
Senior Class Advisor	2,925	2,954	2,954
Spring Musical - hs - drama dir.	3,506	3,541	3,541
- hs - vocal music	1,915	1,934	1,934
- hs - choreographer	1,915	1,934	1,934
- ms - music director	3,117	3,148	3,148
Student Council Advisors (2) - hs	3,891	3,930	3,930
Technical Production Advisor-District	2,691	2,718	2,718
UMOJA (½) & Step Club (½)	1,165	1,177	1,177
Yearbook - high school	3,456	3,491	3,491

§7.5 **Elementary Coaching/Student Activities**

The hours per school of approved coaching and/or student activity supervision listed below will be compensated at the rates reflected below. The decision regarding distribution of the hours shall be made by the principal after consultation with the ULFA Building Representative.

<u>2012-2013</u>	300 hours	\$17.27
<u>2013-2014</u>	300 hours	17.44
<u>2014-2015</u>	300 hours	17.44

§7.6 **Music Program Activities**

Music teachers who are assigned to assist with music program activities shall be compensated at the rates indicated below:

<u>2012-2013</u>	\$16.28
<u>2013-2014</u>	16.44
<u>2014-2015</u>	16.44

§7.7 **Middle School Parade Band Program**

Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1st Year	\$379	\$383	\$383
2nd Year	419	423	423
3rd Year	459	464	464

Parade Band Wind Arranger/Director - ms
 Parade Band Percussion Arranger/Director - ms
 Parade Band Assistant Director - ms

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1st Year	\$505	\$510	\$510
2nd Year	625	631	631
3rd Year	747	754	754

Parade Band Director - ms

§7.8 Marching Band Program

Advisors to the student clubs and organizations listed below shall be compensated in accordance with their service in such capacity as follows:

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Marching Band Director	\$5,834	\$5,892	\$5,892
Marching Band Asst Director	3,182	3,214	3,214
Marching Band Caption Head	2,334	2,357	2,357
Marching Band Program Director	3,182	3,214	3,214
Marching Band Drill Instructor	2,122	2,143	2,143
Marching Band Music Instructor	2,122	2,143	2,143
Winterguard Director	2,228	2,250	2,250
Winterguard Asst Director	1,061	1,072	1,072
JV Winterguard Director	1,909	1,928	1,928
JV Winterguard Asst Director	1,061	1,072	1,072
Winterguard Percussion Director	2,122	2,143	2,143

APPENDIX VIII

SUMMER SCHOOL TEACHERS' SALARY SCHEDULE

- §8.1 For services during the normal summer session, if scheduled by the District, summer school teachers shall be paid in accordance with the following:

<u>STEP</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1	\$5,088	\$5,139	\$5,139
2	5,937	5,996	5,996
3	7,206	7,278	7,278

- 8.1.1 For Services during the twenty-day (20) elementary summer session, if scheduled by the District, summer school teachers shall be paid in accordance with the following:

<u>STEP</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1	\$2,224	\$2,246	\$2,246
2	2,595	2,621	2,621
3	3,151	3,183	3,183

Salary for the Elementary Summer School program is based on a total of two hundred ten (210) minutes. The Elementary Summer School day shall begin thirty (30) minutes before the start of the instructional period and end thirty (30) minutes after the instructional period.

Appointments to the Elementary Summer School shall be for the term specified in the Board of Education resolution for a given summer session and will not imply an expectation of employment for a subsequent summer session.

- 8.1.2 A summer school teacher shall be placed on one of the above step increments based on his/her current placement on the Teacher Salary Schedule (Appendix I) as follows:

<u>Summer</u>	<u>Basic</u>
1	4 - 8
2	9 - 13
3	14 and above

- 8.1.3 The stipend for one summer school session shall constitute one third (1/3) of the salary (33.33%) per the various steps noted in §8.1 above. One (1) summer school session shall not exceed two thousand eight hundred (2,800) minutes of instruction, exam proctoring, and exam grading assignments. Instruction shall not exceed one hundred twenty (120) minutes per day and exam proctoring and exam grading shall not exceed one hundred eighty (180) minutes per day during the exam period. The secondary summer school teacher day shall begin fifteen (15) minutes prior to the start of the first instructional period and end fifteen (15) minutes after the final instructional period

in accordance with §8.2 below. When teachers work beyond the maximum minutes they shall be compensated at the summer school hourly rate.

- 8.1.4 The stipend for each additional summer school session shall constitute an additional one third (1/3) of the salary (33.33%) per the various steps noted in §8.1 above.
- 8.1.5 Six hours and forty-five minutes (405 minutes), the full Special Education Summer School Day, shall constitute 140% of full salary per the various steps noted in §8.1 above. The Special Education Summer School Day shall begin fifteen (15) minutes before the first instructional session and shall end thirty (30) minutes after the final instructional session. The Special Education Summer Program is a thirty-day (30) program.

Appointments to the special Education Summer School shall be for a term specified in the Board of Education resolution for a given summer session and will not imply an expectation of employment for a subsequent summer session.

- §8.2 The secondary summer school teacher day shall begin fifteen (15) minutes prior to the start of the first instructional period and end fifteen (15) minutes after the final instructional period. This time before and after instruction shall be for teacher preparation and shall not otherwise be assigned by administration on a routine basis.
- §8.3 In selecting summer school teachers for summer sessions, the District agrees that it will give preference to then currently employed Teachers who meet the Administrator's qualifications as to preparation and experience before hiring "outside" teachers.
- §8.4 To the extent that specific programs are scheduled by that date, the Administration will endeavor to notify Teachers by June 1 of each school year of the schedule, the number of Summer School Teachers to be employed, and the applicable rate of compensation, if the compensation rate has been agreed upon for that particular summer.
- §8.5 A Summer School Teacher shall be entitled to one and one half (1-1/2) days sick leave for each twenty (20) Summer School teaching days, plus one half (1/2) day for assignments beyond twenty (20) days, at his/her applicable summer compensation rate. This special summer sick leave shall not be cumulative; no summer sick leave shall be allowed to accrue to a Teacher's credit.

APPENDIX IX

DEPARTMENT CHAIRPERSONS

§9.1 Definition

A department chairperson shall be defined as a teacher within a given department, or combination of departments (grades 9-12), who shall have added responsibilities for the operation of the particular subject area department or departments. Persons appointed as Department Chairpersons shall facilitate the instructional/operational needs of their department in a manner consistent with the requirements of the department and the administration and to the extent which time permits.

§9.2 Positions and Remuneration

The following departments and department combinations will have a department chairperson:

English (English and reading)
Fine Arts (art and music)
Foreign Language
Guidance
Mathematics
Physical Education/Health
Science
Social Studies
Special Education
Technology, Information, Technology Management Studies and Family and Consumer Science

The District shall endeavor to supply chairpersons with a common planning time in order to facilitate Instruction Leadership Team (ILT) meetings and provide needed time to attend to added responsibilities for the operation of the particular subject area department or departments. In addition, the chairpersons shall have no duty assignment and receive a stipend of \$2,499 for the 2012-13, \$3,500 for the 2013-14, \$4,000 for the 2014-2015 school years.

APPENDIX X

CERTIFIED ATHLETIC TRAINER

§10.1

The position of Certified Athletic Trainer shall be compensated, per season, at the rates listed below. The definition of "season" shall be that as identified by the New York State Public High School Athletic Association. The Certified Athletic Trainer will also receive an annual allotment, as listed below towards recertification by National Athletic Trainers Association.

Rates:	<u>Season Compensation</u>	<u>Recertification Allotment</u>
2012-13	\$8,276	\$530
2013-14	\$8,359	\$535
2014-15	\$8,359	\$535

APPENDIX XI

NON-ELECTIVE EMPLOYER CONTRIBUTIONS

- §11.1 **No Cash Option** – No employee may receive cash in lieu of or as an alternative to any of the Employer's Non-elective Contribution(s) described herein.
- §11.2 **Contribution Limitations** – In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b) (3) of the Code, and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fourth taxable year following the taxable year in which that employee terminated employment.
- §11.3 In the event that the calculation of the Employer Non-elective contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:
- (i) For all members in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971¹, and for all members in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee receive the excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer's Non-elective Contribution; and
 - (ii) For all members in the New York State Teachers' Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Non-elective Employer Contribution exceed the Contribution Limit, such excess shall be reallocated to the Employee the following year as a Non-elective Employer Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of the following year for up to four (4) years after the year of the Employee's employment severance, until such time as the Non-elective Employer contribution is fully deposited into the Employee's 403(b) account. In no case shall the Non-elective Employer Contribution exceed the Contribution Limit of the *Internal Revenue Code*.
- §11.4 **403(b) Accounts** – Employer contributions shall be deposited into the 403(b) account selected by the employee to receive Employer contributions, provided such account will accept Employer Non-elective Contributions. If the employee does not designate a 403(b) account to receive Employer's contributions, or if the account designated will not accept Employer's Non-elective Contributions for any reason, then the Employer shall inform by certified mail of his/her contribution status.
- §11.5 **Tier I Adjustments** – Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
- §11.6 This Appendix shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
- §11.7 The Employer is responsible for providing accurate information to the 403(b) Provider. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to the 403(b) Provider, any issues that arise from the inaccurate information shall be the responsibility of the Employer.

¹ **Explanation for TRS Categories:** Under *Education Law* §501(11)(a), the calculation of a TRS Tier I member's last five years final average salary (upon which a member's life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Non-elective employer contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of Non-Tier I members of the TRS may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Non-elective employer Contribution, which is in excess of the maximum Contribution Limits of IRC §415, is more advantageous to the Non-Tier I TRS member.

EXHIBIT A

JOINT CODE OF ETHICS

The New York State School Boards Association and the New York State Teachers Association have jointly issued the following statements as common beliefs.

1. The teacher and the school board recognize that while the teacher participates in the formulation of school policy under the leadership of the school administrator, it is the duty of the administrator to recommend and the prerogative of the board to determine final policy.
2. The teacher is obligated to adhere to the school board policy; the school board is obligated to establish policy that is consistent with federal and state laws and regulations and to adhere to such policy.
3. The teacher and the school board transact all official business through proper channels and hold inviolate and confidential information.
4. The teacher and the school board recognize their obligation to develop growing appreciation and understanding of the principles of democracy; they refrain from using the school to promote personal views on religion, race or partisan politics.
5. The teacher and the school board agree that due notice in fair time be given in all cases of appointment, resignation or termination of service.
6. The teacher and the school board avoid disparagement of fellow workers and predecessors.
7. The teacher and the school board are impartial in all relationships with the pupils.
8. The teacher and the school board encourage able and promising students to enter the teaching profession.
9. The teacher receives from the administrator candid appraisal of his work, and help with his problems; the school board requires such supervisory assistance.
10. The teacher actively participates in the work of local, state and national professional educational associations; the school board actively participates in the work of township, county, district, state, and national school boards associations.
11. The teacher uses ethical procedures in securing positions and in maintaining salary schedules; the school board uses ethical procedures in filling positions and in maintaining salary schedules.
12. The teacher accepts no compensation from firms commercially interested in the school; no member of the school board accepts such compensation.
13. The teacher assumes responsibility for the welfare of the pupil and shows sympathetic understanding of pupil problems; the school board provides conditions under which this can be accomplished.
14. The teacher endeavors to maintain good mental and physical health and to maintain a wholesome attitude toward the pupil; the school board provides healthful teaching environment.
15. The teacher develops through continued study, travel, participation in professional and community life and through wholesome human relationships; the school board stimulates and encourages professional growth of the teacher.
16. The teacher is proud of his/her profession; the school board is proud of its teachers.

EXHIBIT B

WORK YEAR

§1 Teachers, School Nurses and Therapists

- 1.1 The 2012-2013 Teacher work year, not to exceed one hundred eighty-six (186) work days, shall begin the Tuesday following Labor Day and continue minimally through the last student day in June, 2013, except for the normal holiday and vacation periods identified below. The first day after Labor Day shall not be a student day. There shall be an additional holiday to be taken as part of the Memorial Day holiday weekend provided that the Teachers will work the required number of state-mandated student days.

Labor Day	Columbus Day
Veterans' Day	Thanksgiving Recess
Christmas Recess	New Years' Day
Dr. Martin Luther King, Jr. Day	Winter Recess
Good Friday	Spring Recess
Memorial Day	

- 1.2 The 2013-2014 Teacher work year, not to exceed one hundred eighty-five (185) work days, shall begin the Tuesday following Labor Day and continue minimally through the last student day in June, 2014, except for the normal holiday and vacation periods identified above. The first two (2) days after Labor Day shall not be student days, and one (1) of the two (2) days shall be designated an uninterrupted professional preparation day intended to allow Teachers to prepare for the school year. Normal holiday and vacation periods are listed above. There shall be an additional holiday to be taken as part of the Memorial Day holiday weekend provided that Teachers will work the required number of state-mandated student days.
- 1.3 The 2014-2015 Teacher work year, not to exceed one hundred eighty-five (185) work days, shall begin the Tuesday following Labor Day and continue minimally through the last student day in June, 2015, except for the normal holiday and vacation periods identified above. The first two (2) days after Labor Day shall not be student days, and one (1) of the two (2) days shall be designated an uninterrupted professional preparation day intended to allow Teachers to prepare for the school year. Normal holiday and vacation periods are listed above. There shall be an additional holiday to be taken as part of the Memorial Day holiday weekend provided that Teachers will work the required number of state-mandated student days.

§2 Nurses and Therapists

- 2.1 The 2012-2013 work year for Nurses and Therapists, not to exceed one hundred eighty-six (186) work days, shall begin the Tuesday following Labor Day and continue minimally through the last student day in June, 2013, except for the normal holiday and vacation periods identified below.

Labor Day	Columbus Day
Veterans' Day	Thanksgiving Recess
Christmas Recess	New Years' Day
Dr. Martin Luther King, Jr. Day	Winter Recess
Good Friday	Spring Recess
Memorial Day	

- 2.2 The 2013-2014 Nurses and Therapists work year, not to exceed one hundred eighty-five (185) work days, shall begin the Tuesday following Labor Day and continue minimally through the last student day in June, 2014, except for the normal holiday and vacation periods identified above. There shall be an additional holiday to be taken as part of the Memorial Day holiday weekend provided that Teachers will work the required number of state-mandated student days.
- 2.3 The 2014-2015 Nurses and Therapists work year, not to exceed one hundred eighty-five (185) work days, shall begin the Tuesday following Labor Day and continue minimally through the last student day in June, 2015, except for the normal holiday and vacation periods identified above. There shall be an additional holiday to be taken as part of the Memorial Day holiday weekend provided that Teachers will work the required number of state-mandated student days.
- 2.4 Nurses will be permitted to work and be paid their per diem rate for three (3) summer days.

EXHIBIT C

LIVERPOOL CENTRAL SCHOOL DISTRICT ATTENDANCE TRANSMITTAL FORM

Name: _____

Position: _____ Date of Request: _____

Date(s) of Absence	No. of Days Requested	
_____	_____	<u>Sick Days</u>
_____	_____	S - Sick Day
_____	_____	FS - Family Sick (10 days max. per year may be used by bargaining groups represented by ULFA and LAMM only.)
_____	_____	SP - Sick/Personal (Bargaining groups represented by Unite-HERE [cafeteria] only.)
_____	_____	<u>Personal Days</u>
_____	_____	P - Personal Day
_____	_____	<u>Check Applicable Box</u>
_____	_____	<input type="checkbox"/> Emergency Obligation (Examples: Birth/adoption in immediate family; death/serious illness in immediate family or close friend.)
_____	_____	<input type="checkbox"/> Legal Business (Examples: Sale/purchase of a residence; litigation.)
_____	_____	<input type="checkbox"/> Parental/Personal Responsibility (Examples: Transportation of child to/from college, graduation, medical/dental appointment for employee or member of family, moving of household.)
_____	_____	<input type="checkbox"/> Religious holiday (As listed on Commissioner of Education list.)
_____	_____	<input type="checkbox"/> Household emergency
_____	_____	<input type="checkbox"/> Marriage in immediate family (Max. 1 day to be used for employee's own marriage.)
_____	_____	<input type="checkbox"/> Emergencies (Deemed legitimate/ necessary by the Superintendent.)
_____	_____	NR - No Reason Need Be Given (Max. 1 day per fiscal year – available to groups represented by ULFA and LAA only.)
_____	_____	<u>Floating Holiday</u> (LAA and SEIU may only use these days when school is not in session)
_____	_____	F - Floating Holiday (If applicable))
_____	_____	<u>Vacation</u>
_____	_____	V - Vacation Day (If applicable)
_____	_____	<u>Professional</u>
_____	_____	PR - Professional Attendance (Conference, workshop, in-service, contractual, recruitment, field trip, visitation, etc.) (Max. 10 days/fiscal yr.)
_____	_____	<u>Jury Duty</u>
_____	_____	JD - Jury Duty
_____	_____	<u>Leave Without Pay</u>
_____	_____	WO - Leave Without Pay (All employees requesting time off without pay must also fill out a leave of absence without pay form, have it approved by their immediate supervisor, and then have it sent to the Director of Human Resources for approval.)

Signature of Employee: _____ Date: _____

Supervisor's Signature: _____ Date: _____

EXHIBIT D
LIVERPOOL CENTRAL SCHOOL DISTRICT
GRIEVANCE FORM

Employee's Name: _____ Date: _____

Building: _____ Position: _____

Nature of Grievance: _____

Settlement Desired: _____

Signed: _____ Signed: _____

Employee

For the Association

District Reply: _____

Date: _____ Signed: _____

Fill out in quadruplicate, distribute to:

- | | |
|------------------------------------|------------------------|
| 1. Immediate Supervisor | 3. Grievance Committee |
| 2. Building representative, if any | 4. Employee |

Exhibit E

Liverpool Central School District Formal Teacher Observation Form

The observation form will be placed in the District supervision system personnel file.

Teacher: _____ Subject area/Teaching assignment: _____

Building: _____ Time/Block: _____

Teacher Tenure Date (for non-tenured teachers): _____

Evaluator: _____

Date of Pre-observation Conference: _____

Date of Observation: _____

Date of Post-observation Conference: _____

Evidence must be collected on each component. Not every element must be observed.

Teacher Role:	Evaluator Role:	Estimated Time:
Teach lesson Collect student work as samples for evidence	Evaluator Evidence collector of Domains 2 and 3	20-60 minutes

Domain 1: Planning and Preparation

DOMAIN 1: PLANNING & PREPARATION		
1a. Demonstrating Knowledge of Content and Pedagogy	<ul style="list-style-type: none"> • Knowledge of Content and the Structure of the Discipline • Knowledge of Prerequisite Relationships • Knowledge of Content-Related Pedagogy 	
1b. Demonstrating Knowledge of Students	<ul style="list-style-type: none"> • Knowledge of Child and Adolescent Development • Knowledge of the Learning Process • Knowledge of Students' Skills, Knowledge, and Language Proficiency • Knowledge of Students' Interests and Cultural Heritage • Knowledge of Students' Special Needs 	
1c. Selecting Instructional Outcomes	<ul style="list-style-type: none"> • Value, Sequence, and Alignment • Clarity • Balance • Suitability for Diverse Learners 	

1d. Demonstrating Knowledge of Resources	<ul style="list-style-type: none"> • Resources for Classroom Use • Resources to Extend Content Knowledge and Pedagogy • Resources for Students 	
1e. Designing Coherent Instruction	<ul style="list-style-type: none"> • Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure 	
1f. Designing Student Assessment	<ul style="list-style-type: none"> • Congruence with Instructional Outcomes • Criteria and Standards • Design of Formative Assessments 	

Domain 2: Classroom Environment

DOMAIN 2: THE CLASSROOM ENVIRONMENT		
COMPONENTS		
2a. Creating an Environment of Respect and Rapport	<ul style="list-style-type: none"> • Teacher Interaction with Students • Student Interactions with one another 	
2b. Establishing a Culture for Learning	<ul style="list-style-type: none"> • Importance of the Content • Expectations for Learning and Achievement • Student Pride in Work 	
2c. Managing Classroom Procedures	<ul style="list-style-type: none"> • Management of Instructional Groups • Management of Transitions • Management of Materials and Supplies • Performance of Non-Instructional Duties • Supervision of Volunteers and Paraprofessionals 	
2d. Managing Student Behavior	<ul style="list-style-type: none"> • Expectations • Monitoring of Student Behavior • Response to Student Misbehavior 	
2e. Organizing Physical Space	<ul style="list-style-type: none"> • Safety and Accessibility • Arrangement of Furniture and Use of Physical Resources 	

Domain 3: Instruction

DOMAIN 3: INSTRUCTION		
COMPONENTS	ELEMENTS	EVIDENCE
3a. Communicating with Students	<ul style="list-style-type: none"> • Expectations for Learning • Directions and Procedures • Explanations of Content • Use of Oral and Written Language 	
3b. Using Questioning & Discussion Techniques	<ul style="list-style-type: none"> • Quality of Questions • Discussion Techniques • Student Participation 	
3c. Engaging Students in Learning	<ul style="list-style-type: none"> • Activities and Assignments • Grouping of Students • Instructional Materials and Resources • Structure and Pacing 	
3d. Using Assessment in Instruction	<ul style="list-style-type: none"> • Assessment Criteria • Monitoring of Student Learning • Feedback to Students • Student Self-Assessment and Monitoring of Progress 	
3e. Demonstrating Flexibility & Responsiveness	<ul style="list-style-type: none"> • Lesson Adjustment • Response to Students • Persistence 	

Additional Comments: (should include strong points of the lesson, recommendations for improvement, areas for immediate focus, and next steps)

Evaluator's Initials: _____

Date: _____

Teacher's Initials: _____

Date: _____

Executive Director's Initials: _____

Date: _____

Human Resources Initials: _____

Date: _____

Exhibit F

Liverpool Central School District Supervisory Report

The supervisory report will be placed in the District personnel file.

Teacher Name: _____

The supervisory should include comments from teacher observations according to the rubric domains as identified in Exhibit E, in addition to the domain of Professional Responsibilities as noted below:

1. **Planning and Preparation**
2. **Classroom Environment**
3. **Instruction**
4. **Professional Responsibilities**
 - Reflecting on Teaching
 - Maintaining Accurate Records
 - Communicating with Families
 - Contributing to the School and District
 - Growing and Developing Professionally
 - Showing Professionalism

Administrator's Initials: _____

Date: _____

Teacher's Initials: _____

Date: _____

Executive Director's Initials: _____

Date: _____

Human Resources Initials: _____

Date: _____

Statements contained in this report shall point out strengths and weaknesses, if any, and if necessary, offer suggestions for improvement.

LIVERPOOL CENTRAL SCHOOL DISTRICT
Self-Directed Professional Plan
(To Be Completed by Teacher)

	<u>Date</u>	<u>Teacher's Initials</u>	<u>Supervisor's Initials</u>
<u>Submission and Approval of Plan (by October 15)</u>	_____	_____	_____
<u>Mid-Plan Conference with Supervisor</u>	_____	_____	_____
<u>Summary and Reflection of Plan (by May 1)</u>	_____	_____	_____
<u>Concluding Meeting (by June 1)</u>	_____	_____	_____

Action Plan (Implementation Plan - Indicate if plan will be completed in collaboration with other staff)	
Intended	Completed

Expected Completion Date: _____

EXHIBIT G
(Page 2)

Anticipated Outcomes:

Summary of Professional Development Plan (to be completed by Teacher at conclusion of plan and submit to Supervisor no later than May 1).

Summary of actions taken to complete plan:

Reflection of project/plan: Staff member's thoughts about how this Professional Development Plan increased teacher's effectiveness and/or student's success:

Executive Director Elementary Education/Secondary Education

Initials: _____

Date: _____

**EXHIBIT H
LIVERPOOL CENTRAL SCHOOL DISTRICT**

Staff Development Plan

Submission no later than October 1.

Teacher: _____

Subject area/Teaching assignment: _____

Building: _____

Date: _____

Teacher Tenure Date (for non-tenured teachers): _____

Observer/Administrator: _____

Supervisor's Approval: _____ **Date:** _____

Please indicate workshop title and dates of three required sessions.

Workshop Title: _____

Dates of Three Sessions:

1. _____

2. _____

3. _____

Reflection of plan: Staff member's thoughts about how this Staff Development Plan increased teacher's effectiveness and/or student's success (to be completed after attending the workshop):

Return completed and initialed form to Supervisor by May 1.

Executive Director Elementary Education/Secondary Education Initials: _____

Date: _____

LIVERPOOL CENTRAL SCHOOL DISTRICT
Mentor Program Form
(To Be Completed by Teacher)

Teacher's and Supervisor's Initials

Initials

Mentorship Year

Date _____

Executive Director of Elementary Education/Secondary Education Initials: _____ Date: _____

EXHIBIT J
LIVERPOOL CENTRAL SCHOOL DISTRICT
PERFORMANCE APPRAISAL
NON-INSTRUCTIONAL

Name _____ Date: _____

Position Title: _____ Type of Review: Annual _____ Re-Review _____

Attendance record during the review period: Tardy (# of times) _____ Leave of absence (w/o pay) _____

Personal Days _____ Sick Days _____

Rating Key: P = Poor F = Fair S = Satisfactory G = Good E = Excellent

FACTORS FOR REVIEW	P	F	S	G	E	SUPPORTING COMMENTS
Skill and Knowledge Extent of theoretical knowledge, practical know how, and demonstrated skill as related to job requirements.						
Productivity Quantity of acceptable work produced. Quality of acceptable work produced.						
Dependability Observance to rules, absence of time-wasting activities, attendance record, ability to follow directions, success in meeting deadlines, and required supervision.						
Initiative and Work Effort Involvement and resourcefulness in seeking and accomplishing necessary work, skill in overcoming material and equipment defects, and performs additional duties.						
Judgment Reasoning and thought exercised in carrying out work assignments, ability to interpret directions, effective organization of work, self-control, action in emergencies.						
Responsibility Care exercised in the use of materials, tools and equipment; willing to assume or accept responsibility.						
Cooperation Works effectively with others, accepts assignments, and lends a hand.						
Safety and Housekeeping Practice of safe work habits.						

Overall Review (circle): P F S G E

Re-Review Date _____

Per Form F#1 p1
 Retyped 9/7/94

EXHIBIT J

(Page 2)

A. Strengths:

B. Weaknesses:

C. Areas improved since last appraisal:

D. Areas of improvement the appraise will be concentrating on prior to the next evaluation period:

Appraisal Period: From: _____ To: _____

Employee Signature: _____ Date: _____

Appraisal by: _____ Date: _____

Appraisal Review by: _____ Date: _____

EXHIBIT K

NOTICE OF ELECTION TO RETIRE

TO: The Board of Education
Liverpool Central School District

You are hereby notified in accordance with the District Retirement Plan as described in the current Collective Bargaining Agreement between the Liverpool Central School District and the United Liverpool Faculty Association that the undersigned hereby irrevocably elects to terminate employment with the District effective _____ ("Effective Date").

The undersigned hereby certifies:

1. That he/she is, as of the Effective Date, eligible for full retirement benefits under the New York State Teachers' Retirement System; and
2. That as of said Effective Date his/her age is _____.

DATE: _____
Signature

ACCEPTED
BOARD OF EDUCATION

BY: _____

DATE: _____

Exhibit L

Exhibit L printed under separate cover (hard copy available upon request from the Human Resources Department).

The District will provide Association members unlimited electronic access to the agreed upon reflective rubrics.

Exhibit M

Liverpool Central School District Lesson Plan for Formal Teacher Observation

The teacher will complete the lesson plan prior to the pre-observation conference.
The lesson plan will not be placed in the District personnel file.

Teacher: _____
 Building: _____
 Subject area/Teaching assignment: _____
 Observation date/block/time: _____
 Pre-observation conference meeting time: _____
 Evaluator: _____

Lesson Component	Teacher Planning
Curriculum Standard(s): Common Core Learning Standard E2s	
Student/Class Profile: Identify any accommodations in instruction to meet student learning needs. Identify how students will be grouped.	
Learning Outcomes: Student Learning Objective(s)	
Assessments: Identify the formative and/or summative assessments used to determine student progress towards achieving the learning outcomes.	
Cognitive Engagement: Include Activation of Background Information, Sequence of Activities, Teaching Strategies and Practices, and Reflection	
Differentiation/Modifications; Identify ways in which you may adjust the lesson if formative assessments warrant modification.	
Classroom Environment: Describe how you prepared the classroom for instruction and learning.	
Resources: Teaching Materials/Resources	

Exhibit N

Liverpool Central School District Pre-Observation Conference Guide for Formal Observations

**It is not the intent of this form to be completed in writing by teachers prior to the observation.
The following questions may be used as a guide during the conversation.**

The pre-observation conference sets the stage for the classroom observation. The purpose of the conference is for the teacher and administrator to engage in a meaningful conversation that highlights specific aspects of the lesson, program or class environment that the teacher would like the administrator to observe. Both evaluator and teacher should review the following questions prior to the pre-conference. For the teacher, the “preview” will allow time to prepare for the lesson plan and other artifacts. For the evaluator, the questions may help frame the range of evidence to collect through the review of the lesson plan, artifacts of teacher practice, and in conversation with the teacher.

Rubric Domains to be referred to for the pre-observation:

Domain 1: Planning and Preparation

Domain 2: Classroom Environment

Domain 3: Instruction

- Identify the curriculum standards to be taught and how they connect to other standards within or outside of the discipline.
- How has student achievement data informed your instruction, and how does this lesson specifically address the needs identified from a review of the data?
- What do you want students to learn as a result of this lesson?
- How have you prepared the classroom environment for the instruction and learning?
- How will you know if students are learning the expected outcome?
- How do you plan to cognitively engage students in the content? What will you do? What will the students do?
- How will differentiation be used to meet student needs?
- What are some of the challenges that you expect in this lesson, and how will you address them?
- What assessments will be used?
- How will you use the results of assessment to adjust instruction?
- On what areas would you like specific feedback?

Exhibit O

Liverpool Central School District Post-Observation Conference Guide

**It is not the intent that this form be completed in writing by teachers prior to the
Post-observation meeting.**

The following questions may be used as a guide during the conversation.

The post-observation conference reviews the classroom observation. The purpose of the conference is for the teacher and administrator to engage in a meaningful conversation that highlights specific aspects of the lesson, program or class environment that was observed for the formal evaluation. Both evaluator and teacher should review the following questions prior to the post-conference. For the teacher, the 'review' will allow time to collect evidence and other artifacts. For the evaluator, the questions may help frame the range of evidence and artifacts of teacher practice collected during the pre-observation conference and observation, and in conversation with the teacher.

Rubric Domains to be referred to for the post-observation:

Domain 1: Planning and Preparation

Domain 2: Classroom Environment

Domain 3: Instruction

- As you reflect on the lesson, were the students cognitively engaged in the work? How do you know?
- How did you ensure that all students, including students who are culturally and linguistically diverse, have special needs, have low SES, or are ELL, are identified in lower achievement groups, or are exceptional, were engaged in the lesson?
- Did the students learn what you expected them to learn? How do you know? If you do not know at this point, when will you know, and what will be evidence of their learning?
- How did the instructional strategies you chose support student learning? How do you know?
- What have you done to promote a culture for learning in your classroom?
- Did you alter your lesson plan or adjust your outcomes as you taught the lesson? If so, how, and for what reason?
- If you taught this lesson again to the same group of students, would you do anything differently?
- Are there other thoughts or evidence related to the lesson that you would like to share?

Exhibit P

Liverpool Central School District Annual Professional Performance Review (APPR) Cycle

This is the APPR cycle for the non-tenured and tenured teachers in the District. The formal and walkthrough observations will comprise up to sixty (60) points of the final APPR score for the teacher. The Danielson 2007 Rubric will be used for the evaluation system.

The final points for APPR will not be compiled until the end of the school year. The teacher and principal can add evidence to the supervision system throughout the school year.

This cycle ensures that collaborative work between the teacher and principal will occur. The conversation about effective teaching is an ongoing process leading to the overall goal of being an effective teacher.

Professional Growth Supervision for Non-tenured Teachers

Observation three (3) times each year (for the first three (3) years)

For non-tenured teachers on a two-year (2) tenure track, the cycle would include Year 2 and Year 3.
Board of Education will review tenure status twice annually.

Years 1, 2, and 3	Reflective Rubric Conference to Set Annual Goals	Due date by 10/15
Years 1, 2, and 3	Formal Observation 1 <i>Domains 1 - 3</i>	Due date by 11/15
Years 1, 2, and 3	Walkthrough (Observation 2) <i>Unannounced Domains 1 - 3</i>	Due date by 1/15
Years 1, 2, and 3	Formal Observation 3 <i>Domains 1 - 3</i>	Due date by 4/30
Years 1 and 2	Reflective Rubric and Progress to Tenure Conference <i>Domains 1 - 4</i>	Due date by 6/01
Year 3	Tenure Recommendation and Reflective Rubric Conference	Due date by 4/30

Professional Growth Supervision for Tenured Teachers

Two (2) observations completed annually, one (1) formal observation and one (1) walkthrough.
The first observation due date is 1/15, the second observation due date is 4/15.

Year 4 plus (or Year 3 plus for teachers who received tenure in another district)	Reflective Rubric Conference to Set Annual Goals	Due date by 10/15
	Formal Observation (Tagged) <i>Domains 1 - 3</i>	Formal Observation should be completed by 1/15 with Walkthrough completed by 4/30
	Walkthrough Observation <i>Domains 1 - 3</i>	Or Walkthrough should be completed by 1/15 with Formal Observation completed by 4/30
	Reflective Rubric Conference <i>Domains 1 - 4</i>	Due date 6/01

New York State Teacher Improvement Plan (TIP) for Teachers

One (1) year cycle, in addition to APPR cycle noted above
Assignment of a NYSED TIP based on NYSED APPR summative rating

Professional Learning Activities could include:	Differentiated Activities to Support Improvement could include:	Evidence on Reflective Rubric could include:
Review of Reflective Rubric Review of Student Data Identify Areas that Need Improvement Define Specific Goals for Improvement Define Activities to assist with improvement	Define Timeline Establish Benchmarks for improvement Establish how improvement will be assessed Define methods of Support -- professional development, formal classroom observations, peer and administrator mentor, peer observation and/or team teaching	Artifacts related to Domains 1 - 4 (Teacher and Principal will periodically discuss the artifacts/evidence to determine if adequate improvement has been made in the identified areas.)

Liverpool Central School District Teacher Improvement Plan (TIP) for Teachers

Early Warning System - Assignment of a LCSD TIP based on areas of immediate focus to prevent NYSED TIP
One (1) year cycle, in addition to APPR cycle noted above

Professional Learning Activities could include:	Differentiated Activities to Support Focus could include:	Evidence on Reflective Rubric could include:
Review of Reflective Rubric Review of Data Identify Areas that Need Focus Define Specific Goals for Focus Define Activities to assist with Focus	Define Timeline Establish Benchmarks for Focus Establish how Focus will be assessed Define methods of Support -- professional development, formal classroom observations, peer and administrator mentor, peer observation and/or team teaching	Artifacts related to Domains 1 - 4 (Teacher and Principal will periodically discuss the artifacts/evidence to determine if adequate improvement has been made in the identified areas.)

Definitions:

Non-tenured and Tenured Formal Observation includes pre-observation conference - Domain 1, observation - Domains 2b, 2c and 3, and post-observation conference - on all Domains observed. All observations will include an observation with tagging of evidence from the rubric, and a post-conference conversation reviewing the evidence. A formal observation report is not necessarily written, but could be downloaded from OASYS.

A *Tagged Observation* is one that requires a conference using the observation software system to link observed evidence to rubric elements.

Walkthrough Observation is a 'snapshot' of teaching and learning, and addresses Domains 2 and 3.

Pre-Observation addresses Domain 1.

Formal Observation addresses Domains 1 – 3.

Reflective Rubric Conference addresses Domains 1, 2, 3, and 4.

Teacher Improvement Plan (TIP) addresses any weaknesses or need for growth noted in Domains 1 – 4.

A *NYSED TIP* is assigned based on the 100 point (60/20/20) assessment ranking system.

A *LCSD TIP* is assigned based on a perception of necessary growth in any of the Domains 1 – 4.

If a teacher is assigned to a NYSED TIP, then that plan will override the LCSD TIP.

Focus areas on a TIP are those identified as areas of weakness that require immediate attention.

Reflective Rubric and Tenure Conference will be held at the end of the school year before June 30. At that time, artifacts/evidence collected over the course of the year will be reviewed in a collaborative conference to include discussion of Domains 1 - 3 in a review of the observations, and a particular review of evidence for Domain 4, Professional Responsibilities.

The District will utilize a technological system to collect artifacts/evidence, and use as a discussion point during the conferences. All teachers will have access to their documents in the system throughout the school year.

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TA \ 5482

**Collective Bargaining Agreement
(EXHIBIT L Only)**

by and between the

**Superintendent of Schools
Liverpool Central School District**

and the

United Liverpool Faculty Association

July 1, 2012 - June 30, 2015

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Exhibit L

Teacher Reflective Rubric

Non-tenured and Tenured Teachers will complete this rubric annually by June 1 as per the observation cycle. A meeting will be held with the teacher and principal to discuss the rubric by June 1.

This framework for growth in professional practices is meant to be a road map for novices as well as a guide for experienced professionals to promote, maintain and encourage instructional excellence that will increase student achievement. This rubric can provide the structure for discussions and an opportunity for improvement of instruction.

The Reflective Rubric is a basis of a conversation between the administrator and teacher, and if the teacher chooses, conversations between mentors and mentees. **The teacher should review the rubric and circle the box in each row that indicates their perception of their level of expertise.** The conversation will allow review of the nine (9) criteria areas. The teacher maintains the only copy of the Reflective Rubric.

Domain 1: Planning and Preparation

Component 1a: Demonstrating Knowledge of Content and Pedagogy

Elements: Knowledge of Content and the Structure of the Discipline, Knowledge of Prerequisite Relationships, Knowledge of Content-Related Pedagogy

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Knowledge of Content and the Structure of the Discipline</i>	In planning and practice, teacher makes content errors, or does not correct errors made by students.	Teacher is familiar with the important concepts in the discipline, but may display lack of awareness of how these concepts relate to one another.	Teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another.	Teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.
<i>Knowledge of Prerequisite Relationships</i>	Teacher's plans and practice display little understanding of prerequisite relationships important to student learning of the content.	Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.	Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts and a link to necessary cognitive structures by students to ensure understanding.
<i>Knowledge of Content-Related Pedagogy</i>	Teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.	Teacher's plans and practice reflect a limited range of pedagogical approaches or some approaches that are not suitable to the discipline or to the students.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.	Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.

Domain 1: Planning and Preparation
Component 1b: Demonstrating Knowledge of Students

Elements: Knowledge of Child and Adolescent Development; Knowledge of the Learning Process; Knowledge of Students' Skills, Knowledge, and Language Proficiency; Knowledge of Students' Interests and Cultural Heritage; Knowledge of Students' Special Needs

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Knowledge of Child and Adolescent Development</i>	Teacher displays little or no knowledge of the developmental characteristics of the age group.	Teacher displays partial knowledge of the developmental characteristics of the age group.	Teacher displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group, and exceptions to the general patterns, teacher displays knowledge of the extent to which individual students follow the general patterns.
<i>Knowledge of the Learning Process</i>	Teacher sees no value in understanding how students learn, and does not seek such information.	Teacher recognizes the value of knowing how students learn, but this knowledge is limited or outdated.	Teacher's knowledge of how students learn is accurate and current. Teacher applies this knowledge to the class as a whole and to groups of students.	Teacher displays extensive and subtle understanding of how students learn, and applies this knowledge to individual students.
<i>Knowledge of Students' Skills, Knowledge, and Language Proficiency</i>	Teacher displays little or no knowledge of students' skills, knowledge, and language proficiency, does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency, but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' skills, knowledge, and language proficiency, and displays this knowledge for groups of students.	Teacher displays understanding of individual students' skills, knowledge, and language proficiency, and has a strategy for maintaining such information.
<i>Knowledge of Students' Interests and Cultural Heritage</i>	Teacher displays little or no knowledge of students' interests or cultural heritage, and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests and cultural heritage, but displays this knowledge only for the class as a whole.	Teacher recognizes the value of understanding students' interests and cultural heritage, and displays this knowledge for groups of students.	Teacher recognizes the value of understanding students' interests and cultural heritage, and displays this knowledge for individual students.
<i>Knowledge of Students' Special Needs</i>	Teacher displays little or no understanding of students' special learning or medical needs, or why such knowledge is important.	Teacher's displays awareness of the importance of knowing students' special learning or medical needs, but such knowledge may be incomplete or inaccurate.	Teacher actively seeks knowledge of students' special learning and medical needs.	Teacher possesses information about each student's learning and medical needs, collecting such information from a variety of sources.

Domain 1: Planning and Preparation
Component 1c: Establishing Instructional Outcomes

Elements: Value, Sequence, and alignment, Clarity, Balance, Suitability for diverse learners

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Value and Sequence</i>	Outcomes represent low expectations for students and lack of rigor. They do not reflect important learning in the discipline nor a connection to a sequence of learning.	Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and at least some connection to a sequence of learning.	Most outcomes represent high expectations and rigor, and important learning in the discipline. They are connected to a sequence of learning.	All outcomes represent high expectations and rigor, and important learning in the discipline. They are connected to a sequence of learning both in the discipline and related disciplines.
<i>Clarity</i>	Outcomes are either not clear or are stated as not as student learning but as activities. Outcomes do not permit viable methods of assessment.	Outcomes are only moderately clear, or consist of a combination of outcomes and activities. Some outcomes permit viable methods of assessment.	Most of the outcomes are clear, but may include a few activities. Most suggest viable methods of assessment.	All the outcomes are clear, written in the form of student learning, and permit viable methods of assessment.
<i>Balance</i>	Outcomes reflect only one type of learning and only one discipline or strand.	Outcomes reflect several types of learning but teacher has made no attempt at coordination or integration.	Outcomes reflect several different types of learning and opportunities for coordination.	Where appropriate, outcomes reflect several different types of learning and opportunities for both coordination and integration.
<i>Suitability for Diverse learners</i>	Outcomes are not suitable for the class, or are not based on any assessment of student needs.	Most of the outcomes are suitable for most of the students in the class based on global assessments of student learning.	Most of the outcomes are suitable for all students in the class, and are based on evidence of student proficiency. However, the needs of some individual students may not be accommodated.	Outcomes are based on a comprehensive assessment of student learning and take into account the varying needs of individual students or groups.

Domain 1: Planning and Preparation
Component 1d: Knowledge of Resources

Elements: Resources for classroom use, Resources to extend content knowledge and pedagogy, Resources for Students

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Resources for Classroom Use</i>	Teacher is unaware of resources for classroom use available through the school or district.	Teacher displays awareness of resources available for classroom use through the school or district, but no knowledge of resources available more broadly.	Teacher displays awareness of resources available for classroom use through the school or district, and some familiarity with resources external to the school and on the Internet.	Teacher's knowledge of resources for classroom use is extensive, including those available through the school or district, in the community, professional organizations and universities, and on the Internet.
<i>Resources To Extend Content Knowledge and Pedagogy</i>	Teacher is unaware of resources to enhance content and pedagogical knowledge available through the school or district.	Teacher displays awareness of resources to enhance content and pedagogical knowledge available through the school or district, but no knowledge of resources available more broadly.	Teacher is fully aware of resources to enhance content and pedagogical knowledge available through the school or district, and has some familiarity with resources external to the school and on the Internet.	Teacher's knowledge of resources to enhance content and pedagogical knowledge is extensive, beyond those available through the school or district, including d professional organizations and universities, and on the Internet.
<i>Resources for Students</i>	Teacher is unaware of resources for students available through the school or district.	Teacher demonstrates knowledge of resources for students available through the school or district, but no knowledge of resources available more broadly.	Teacher displays awareness of resources for students available through the school or district, and some familiarity with resources external to the school and on the Internet.	Teacher demonstrates extensive knowledge of resources for students, including those available through the school or district, in the community, and on the Internet.

Domain 1: Planning and Preparation
Component 1e: Designing Coherent Instruction

Elements: Learning activities, Instructional materials and resources, Instructional groups, Lesson and unit structure

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Learning Activities</i>	Learning activities are not suitable to students or to instructional purposes, and are not designed to engage students in active intellectual activity.	Only some of the learning activities are suitable to students or to the instructional outcomes. Some represent a moderate cognitive challenge, but with no differentiation for different students.	All of the learning activities are suitable to students or to the instructional outcomes, and most represent significant cognitive challenge, and with some differentiation for different groups of students.	Learning activities are highly suitable to diverse learners and support the instructional outcomes. They are all designed to engage students in high-level cognitive activity, and are differentiated, as appropriate, for individual learners.
<i>Instructional Materials and Resources</i>	Materials and resources are not suitable for students, do not support the instructional outcomes nor engage students in meaningful learning.	Some of the materials and resources are suitable to students, support the instructional outcomes, and engage students in meaningful learning.	All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning.	All of the materials and resources are suitable to students, support the instructional outcomes, and are designed to engage students in meaningful learning. There is evidence of appropriate use of technology and of student participation in selecting or adapting materials.
<i>Instructional Groups</i>	Instructional groups do not support the instructional outcomes and offer no variety.	Instructional groups partially support the instructional outcomes, with an effort at providing some variety.	Instructional groups are varied as appropriate to the students and the different instructional outcomes.	Instructional groups are varied as appropriate to the students and the different instructional outcomes. There is evidence of student choice in selecting the different patterns of instructional groups.
<i>Lesson and Unit Structure</i>	The lesson or unit has no clearly defined structure, or the structure is chaotic. Activities do not follow an organized progression, and time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Progression of activities is uneven. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure around which activities are organized. Progression of activities is even, with reasonable time allocations.	The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs. The progression of activities is highly coherent.

Domain 1: Planning and Preparation
Component 1f: Designing Student Assessment

Elements: Congruence with Instructional Outcomes, Criteria and Standards, Design of Formative Assessments, Use for Planning

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Congruence with Instructional Outcomes</i>	Assessment procedures are not congruent with instructional outcomes	Some of the instructional outcomes are assessed through the proposed approach, but many are not	All the instructional outcomes are assessed through the approach to assessment; assessment methodologies may have been adapted for groups of students.	The proposed approach to assessment is fully aligned with the instructional outcomes, in both content and process. Assessment methodologies may have been adapted for individual students.
<i>Criteria and Standards</i>	The proposed approach contains no criteria or standards.	Assessment criteria and standards have been developed, but they are not clear.	Assessment criteria and standards are clear.	Assessment criteria and standards are clear; there is evidence that the students contributed to their development.
<i>Design of Formative Assessments</i>	Teacher has no plan to incorporate formative assessment in the lesson or unit.	Teacher's approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.	The teacher has a well-developed strategy to using formative assessment, as has designed particular approaches to be used.	The teacher's approach to using formative assessment is well designed, and includes student as well as teacher use of the assessment information.
<i>Use for Planning</i>	Teacher has no plans to use assessment results in designing future instruction	Teacher plans to use assessment results to plan for future instruction for the class as a whole	Teacher plans to use assessment results to plan for future instruction for groups of students.	Teacher plans to use assessment results to plan future instruction for individual students.

Domain 2: The Classroom Environment
Component 2a: Creating an Environment of Respect and Rapport

Elements: Teacher interaction with students; Student interaction with one another

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Teacher Interaction with Students</i>	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for the teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the teacher.	Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the age and cultures of the students. Students exhibit respect for the teacher.	Teacher's interactions with students reflect genuine respect and caring, for individuals as well as groups of students. Students exhibit respect for the teacher, beyond that for the role.
<i>Student Interaction with One Another</i>	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate disrespect for one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another and monitor one another's treatment of peers, correcting classmates respectfully when needed.

Domain 2: The Classroom Environment
Component 2b: Establishing a Culture for Learning

Elements: Importance of the content, Expectations for learning and achievement, Student pride in work

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Importance of the Content</i>	Teacher or students convey a negative attitude toward the content, suggesting that it is not important or has been mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the content, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and taking initiative that they value the content's importance.
<i>Expectations for Learning and Achievement</i>	Instructional outcomes, activities and assignments, and classroom interactions convey low expectations for at least some students.	Instructional outcomes, activities and assignments, and classroom interactions convey only modest expectations for student learning and achievement.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for most students.	Instructional outcomes, activities and assignments, and classroom interactions convey high expectations for all students. Students appear to have internalized these expectations.
<i>Student Pride in Work</i>	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than to do high-quality work.	Students minimally accept the responsibility to "do good work" but invest little of their energy into its quality.	Students accept the teacher's insistence on work of high quality and demonstrate pride in that work.	Students demonstrate attention to detail and take obvious pride in their work initiating improvements in it by, for example, revising drafts on their own, or helping peers.

Domain 2: The Classroom Environment
Component 2c: Managing Classroom Procedures

Elements: Management of instructional groups, Management of transitions, Management of materials and supplies, Performance of non-instructional duties, Supervision of volunteers and paraprofessionals

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Management of Instructional Groups</i>	Students not working with the teacher are not productively engaged in learning.	Students in only some groups are productively engaged in learning while unsupervised by the teacher.	Small group work is well organized and most students are productively engaged in learning while unsupervised by the teacher.	Small group work is well organized and students are productively engaged at all times, with students assuming responsibility for productivity.
<i>Management of Transitions</i>	Transitions are chaotic, with much time being lost between activities or lesson segments.	Only some transitions are efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming responsibility in ensuring their efficient operation.
<i>Management of Materials And Supplies</i>	Materials and supplies are handled inefficiently, resulting in significant loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for smooth operation.
<i>Performance of Non-Instructional Duties</i>	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are only fairly efficient, resulting in some loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
<i>Supervision of Volunteers And Paraprofessionals</i>	Volunteers and paraprofessionals have no clearly defined duties and are idle most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.

Domain 2: The Classroom Environment
Component 2d: Managing Student Behavior

Elements: Expectations, Monitoring of student behavior, Response to student misbehavior

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Expectations</i>	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
<i>Monitoring of Student Behavior</i>	Student behavior is not monitored, and teacher is unaware of what the students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
<i>Response to Student Misbehavior</i>	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or infractions of the rules are minor.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

Domain 2: The Classroom Environment
Component 2e: Organizing Physical Space

Elements: Safety and accessibility, Arrangement of furniture and use of physical resources

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Safety and Accessibility</i>	The classroom is unsafe, or learning is not accessible to some students.	The classroom is safe, and at least essential learning is accessible to most students.	The classroom is safe, and learning is equally accessible to all students.	The classroom is safe, and students themselves ensure that all learning is equally accessible to all students.
<i>Arrangement of furniture and use of physical resources.</i>	The furniture arrangement hinders the learning activities, or the teacher makes poor use of physical resources.	Teacher uses physical resources adequately. The furniture may be adjusted for a lesson, but with limited effectiveness.	Teacher uses physical resources skillfully, and the furniture arrangement is a resource for learning activities.	Both teacher and students use physical resources easily and skillfully, and students adjust the furniture to advance their learning.

Domain 3: Instruction
Component 3a: Communicating With Students

Elements: Expectations for learning, Directions and procedures, Explanations of content, Use of oral and written language

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Expectations for Learning</i>	The teacher's purpose in a lesson or unit is unclear to students.	Teacher attempts to explain the instructional purpose, with limited success.	Teacher's purpose of the lesson or unit is clear, including where it is situated within broader learning.	Teacher makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking that purpose to student interests.
<i>Directions and Procedures</i>	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion.	Teacher directions and procedures are clear to students.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.
<i>Explanations of Content</i>	Teacher's explanation of the content is unclear or confusing, or uses inappropriate language.	Teacher's explanation of the content is uneven: some is done skillfully; other portions are difficult to follow.	Teacher's explanation of content is appropriate and connects with students' knowledge and experience.	Teacher's explanation of content is imaginative and connects with students' knowledge and experience. Students contribute to explaining concepts to their peers.
<i>Use of Oral and Written Language</i>	Teacher's spoken language is inaudible, or written language is illegible. Spoken or written language contains errors of grammar or syntax. Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.	Teacher's spoken language is audible, and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate to the students' ages or backgrounds.	Teacher's spoken and written language is clear and correct. Vocabulary is appropriate to the students' ages and interests.	Teacher's spoken and written language is correct and expressive, with well-chosen vocabulary that enriches the lesson. Teacher finds opportunities to extend students' vocabularies.

Domain 3: Instruction
Component 3b: Using Questioning and Discussion Techniques

Elements: Quality of questions, Discussion techniques, Student participation

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Quality of Questions</i>	Teacher's questions are virtually all of poor quality, with low cognitive challenge, single correct responses, and asked in rapid succession.	Teacher's questions are a combination of low and high quality, posed in rapid succession. Only some invite a thoughtful response.	Most of teacher's questions are of high quality. Adequate time is provided for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
<i>Discussion Techniques</i>	Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.	Teacher makes some attempt to engage students in genuine discussion rather than recitation, with uneven results.	Teacher creates a genuine discussion among students, stepping aside when appropriate.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
<i>Student Participation</i>	A few students dominate the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Teacher successfully engages all students in the discussion.	Students themselves ensure that all voices are heard in the discussion.

Domain 3: Instruction
Component 3c: Engaging Student in Learning

Elements: Activities and assignments, Grouping of students, Instructional materials and resources, Structure and pacing

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Activities and Assignments</i>	Activities and assignments are inappropriate for students' age or background. Students are not mentally engaged in them.	Activities and assignments are appropriate to some students and engage them mentally, but others are not engaged.	Most activities and assignments are appropriate to students, and almost all students are cognitively engaged,	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance their understanding.
<i>Grouping of Students</i>	Instructional groups are inappropriate to the students or to the instructional outcomes.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional outcomes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional purposes of the lesson. Students take the initiative to influence the formation or adjustment of instructional groups.
<i>Instructional Materials and Resources</i>	Instructional materials and resources are unsuitable to the instructional purposes or do not engage students mentally.	Instructional materials and resources are only partially suitable to the instructional purposes or students are only partially mentally engaged with them.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally.	Instructional materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning.
<i>Structure and Pacing</i>	The lesson has no clearly defined structure, or the pace of the lesson is too slow, or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is generally appropriate.	The lesson's structure is highly coherent, allowing for reflection and closure. Pacing of the lesson is appropriate for all students.

Domain 3: Instruction
Component 3d: Using Assessment in Instruction

Elements: Assessment criteria, Monitoring of student learning, Feedback to students, Student self-assessment and monitoring of progress

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Assessment Criteria</i>	Students are not aware of the criteria and performance standards by which their work will be evaluated.	Students know some of the criteria and performance standards by which their work will be evaluated.	Students are fully aware of the criteria and performance standards by which their work will be evaluated.	Students are fully aware of the criteria and performance standards by which their work will be evaluated and have contributed to the development of the criteria.
<i>Monitoring of Student Learning</i>	Teacher does not monitor student learning in the curriculum.	Teacher monitors the progress of the class as a whole, but elicits no diagnostic information.	Teacher monitors the progress of groups of students in the curriculum, making limited use of diagnostic prompts to elicit information.	Teacher actively and systematically elicits diagnostic information from individual students regarding their understanding.
<i>Feedback to Students</i>	Teacher's feedback to students is of poor quality and not provided in a timely manner.	Teacher's feedback to students is uneven, and its timeliness is inconsistent.	Teacher's feedback to students is timely and of consistently high quality.	Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
<i>Student Self-Assessment and Monitoring of Progress</i>	Students do not engage in self-assessment or monitoring of progress.	Students occasionally assess the quality of their own work against the assessment criteria and performance standards.	Students frequently assess and monitor the quality of their own work against the assessment criteria and performance standards.	Students not only frequently assess and monitor the quality of their own work against the assessment criteria and performance standards but make active use of that information in their learning.

Domain 3: Instruction
Component 3e: Demonstrating Flexibility and Responsiveness

Elements: Lesson adjustment, Response to students, Persistence

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Lesson Adjustment</i>	Teacher adheres rigidly to an instructional plan, even when a change is clearly needed.	Teacher attempts to adjust a lesson when needed, with only partially successful results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson.
<i>Response to Students</i>	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests, although the pacing of the lesson is disrupted.	Teacher successfully accommodates students' questions or interests.	Teacher seizes a major opportunity to enhance learning, building on student interests on a spontaneous event.
<i>Persistence</i>	When a student has difficulty learning, the teacher either gives up, blames the student or the student's home environment.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to draw on.	Teacher persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.

Domain 4: Professional Responsibilities
Component 4a: Reflecting on Teaching

Elements: Accuracy, Use in future teaching

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Accuracy</i>	Teacher does not know whether a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the success to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the success to which it achieved its instructional goals and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strengths of each.
<i>Use in Future Teaching</i>	Teacher has no suggestions for how a lesson could be improved another time the lesson is taught.	Teacher makes general suggestions about how a lesson could be improved another time the lesson is taught.	Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.	Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with probable successes of different approaches.

Domain 4: Professional Responsibilities
Component 4b: Maintaining Accurate Records

Elements: Student completion of assignments, Student progress in learning, Non-instructional records

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Student Completion of Assignments</i>	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in maintaining the records.
<i>Student Progress in Learning</i>	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and only partially effective.	Teacher's system for maintaining information on student progress in learning is fully effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records.
<i>Non-instructional Records</i>	Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid errors.	Teacher's system for maintaining information on non-instructional activities is fully effective.	Teacher's system for maintaining information on non-instructional activities is highly effective, and students contribute to its maintenance.

Domain 4: Professional Responsibilities
Component 4c: Communicating with Families

Elements: Information about the instructional program, Information about individual students, Engagement of families in the instructional program

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Information About the Instructional Program</i>	Teacher provides little or no information about the instructional program to families.	Teacher participates in the school's activities for parent communication, but offers little additional information.	Teacher provides frequent information to families, as appropriate, about the instructional program.	Teacher provides frequent information to families, as appropriate, about the instructional program. Students participate in preparing materials for their families.
<i>Information About Individual Students</i>	Teacher provides minimal information to parents about individual students, or the communication is inappropriate to the cultures of the families. Teacher does not respond, or responds insensitively to parent concerns about students.	Teacher adheres to the school's required procedures for communicating with families. Responses to parent concerns are minimal, or may reflect occasional insensitivity to cultural norms.	Teacher communicates with parents about students' progress on a regular basis, respecting cultural norms, and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on student progress, with students contributing to the design of the system. Response to parent concerns is handled with great professional and cultural sensitivity.
<i>Engagement of Families in the Instructional Program</i>	Teacher makes no attempt to engage families in the instructional program, or such efforts are inappropriate.	Teacher makes modest and partially successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation.

Domain 4: Professional Responsibilities
Component 4d: Participating in a Professional Community

Elements: Relationships with colleagues, Involvement in a culture of professional inquiry, Service to the school, Participation in school and district projects

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Relationships with Colleagues</i>	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationship with colleagues to fulfill duties that the school or district requires.	Relationships with colleagues are characterized by mutual support and cooperation.	Relationships with colleagues are characterized by mutual support and cooperation. Teacher takes initiative in assuming leadership among the faculty.
<i>Involvement in a Culture of Professional Inquiry</i>	Teacher avoids participation in a culture of inquiry, resisting opportunities to become involved.	Teacher becomes involved in the school's culture of inquiry when invited to do so.	Teacher actively participates in a culture of professional inquiry.	Teacher takes a leadership role in promoting a culture of professional inquiry.
<i>Service to the School</i>	Teacher avoids becoming involved in school events.	Teacher participates in school events when specifically asked.	Teacher volunteers to participate in school events, making a substantial contribution.	Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least one aspect of school life.
<i>Participation in School and District Projects</i>	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a substantial contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

Domain 4: Professional Responsibilities
Component 4e: Growing and Developing Professionally

Elements: Enhancement of content knowledge and pedagogical skill, Receptivity to feedback from colleagues, Service to the profession

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Enhancement of Content Knowledge and Pedagogical Skill</i>	Teacher engages in no professional development activities to enhance knowledge or skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.
<i>Receptivity to Feedback from Colleagues</i>	Teacher resists feedback on teaching performance, from either supervisors or more experienced colleagues.	Teacher accepts, with some reluctance, feedback on teaching performance, from both supervisors and professional colleagues.	Teacher welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration.	Teacher seeks out feedback on teaching, from both supervisors and colleagues.
<i>Service to the Profession</i>	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher finds limited ways to contribute to the profession.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession.

Domain 4: Professional Responsibilities
Component 4f: Showing Professionalism

Elements: Integrity and ethical conduct, Service to students, Advocacy, Decision making, Compliance with school and district regulations

Element	In Need of Assistance	Competent	Proficient	Distinguished
<i>Integrity And Ethical Conduct</i>	Teacher displays dishonesty in interactions with colleagues, students, and the public.	Teacher is honest in interactions with colleagues, students, and the public.	Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.	Teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality, and takes a leadership role with colleagues
<i>Service To Students</i>	Teacher is not alert to students' needs	Teacher's attempts to serve students are inconsistent	Teacher is active in serving students	Teacher is highly proactive in serving students, seeking out resources when needed.
<i>Advocacy</i>	Teacher contributes to school practices that result in some students being ill served by the school	Teacher does not knowingly contribute to some students being ill served by the school.	Teacher works to ensure that all students receive a fair opportunity to succeed.	Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school.
<i>Decision Making</i>	Teacher makes decisions and recommendations based on self-serving interests	Teacher's decisions and recommendations are based on limited though genuinely professional considerations.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.
<i>Compliance With School And District Regulations</i>	Teacher does not comply with school and district regulations.	Teacher complies minimally with school and district regulations, doing just enough to "get by."	Teacher complies fully with school and district regulations.	Teacher complies fully with school and district regulations, taking a leadership role with colleagues.

School Counselor Reflective Rubric

Non-tenured and Tenured School Counselors will complete this rubric annually by June 1 as per the observation cycle. A meeting will be held with the school counselor and principal to discuss the rubric by June 1.

This framework for growth in professional practices is meant to be a road map for novices as well as a guide for experienced professionals to promote, maintain and encourage instructional excellence that will increase student achievement. This rubric can provide the structure for discussions and an opportunity for improvement of instruction.

The Reflective Rubric is a basis of a conversation between the administrator and teacher, and if the teacher chooses, conversations between mentors and mentees. **The school counselor should review the rubric and circle the box in each row that indicates their perception of their level of expertise.** The conversation will allow review of the nine (9) criteria areas. The school counselor maintains the only copy of the Reflective Rubric

Domain 1 for School Counselors: Planning and Preparation

1. Content Knowledge: The School Counselor will demonstrate a thorough knowledge of program and services.

Component	In Need of Assistance	Competent	Proficient	Distinguished
1.1 Demonstrating knowledge of counseling theory and techniques	Counselor demonstrates little understanding of counseling theory and techniques.	Counselor demonstrates basic understanding of counseling theory and techniques.	Counselor demonstrates understanding of counseling theory and techniques.	Counselor demonstrates deep and thorough understanding of counseling theory and techniques.
1.2 Demonstrating knowledge of child and adolescent development	Counselor displays little or no knowledge of child and adolescent development.	Counselor displays partial knowledge of child and adolescent development.	Counselor displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, counselor displays knowledge of the extent to which individual students follow the general patterns.
1.3 Establishing goals for the counseling program appropriate to the setting and the students served	Counselor has no clear goals for the counseling program or they are inappropriate to either the situation or the age of the students.	Counselor's goals for the counseling program are rudimentary and are partially suitable to the situation and the age of the students.	Counselor's goals for the counseling program are clear and appropriate to the situation in the school and to the age of the students.	Counselor's goals for the counseling program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.

Domain 2 for School Counselors: Planning and Preparation

2. Preparation of Materials: The School Counselor will demonstrate thorough preparation to support overall program.

Component	In Need of Assistance	Competent	Proficient	Distinguished
2.1 Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district	Counselor demonstrates little or no knowledge of governmental regulations of resources for students available through the school or district	Counselor displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Counselor displays awareness of governmental regulations and of resources for students available through the school or district, and some familiarity with resources external to the school.	Counselor's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
2.2 Planning the counseling program, integrated with the regular school program	Counseling program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Counselor's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Counselor has developed a plan that includes the important aspects of counseling in the setting.	Counselor's plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program.
2.3 Developing a plan to evaluate the counseling program	Counselor has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Counselor has a rudimentary plan to evaluate the counseling program	Counselor's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Counselor's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Domain 3 for School Counselors: Delivery of Service

3. Services Delivery: The School Counselor will demonstrate that delivery of service results in improved student achievement.

Component	Need of Assistance	Competent	Proficient	Distinguished
3.1 Assessing student needs	Counselor does not assess student needs, or the assessments result in inaccurate conclusions.	Counselor's assessments of student needs are perfunctory.	Counselor assesses student needs and knows the range of student needs in the school.	Counselor conducts detailed and individualized assessments of student needs to contribute to program planning.
3.2 Assisting students and teachers in the formulation of academic, personal/social, and career plans, based on knowledge of student needs	Counselor's program is independent of identified student needs.	Counselor's attempts to help students and teachers formulate academic, personal/social, and career plans are partially successful.	Counselor helps students and teachers formulate academic, personal/social, and career plans for groups of students.	Counselor helps individual students and teachers formulate academic, personal/social, and career plans.
3.3 Using counseling techniques in individual and classroom programs	Counselor has few counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor displays a narrow range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor uses a range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor uses an extensive range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.
3.4 Brokering resources to meet needs	Counselor does not make connections with other programs in order to meet student needs	Counselor's efforts to broker services with other programs in the school are partially successful.	Counselor brokers with other programs within the school or district to meet student needs.	Counselor brokers with other programs and agencies both within and beyond the school or district to meet individual student needs.
3.5 Demonstrating flexibility and responsiveness	Counselor adheres to the plan or program, in spite of evidence of its inadequacy.	Counselor makes modest changes in the counseling program when confronted with evidence of the need for change.	Counselor makes revision in the counseling program when they are needed.	Counselor is continually seeking ways to improve the counseling program and makes changes as needed in response to student, parent, or teacher input.

Domain 4 for School Counselors: The Environment

4. The Environment: The School Counselor will demonstrate an effective integration of the various capacities of counseling services.

Component	In Need of Assistance	Competent	Proficient	Distinguished
4.1 Creating an environment of respect and rapport	Counselor's interactions with students are negative or inappropriate, and the counselor does not promote positive interactions among students.	Counselor's interactions are a mix of positive and negative; the counselor's efforts at the encouraging positive interactions among students are partially successful.	Counselor's interactions with students are positive and respectful, and the counselor actively promotes positive student-student interactions.	Students seek out the counselor, reflecting a high degree of comfort and trust in the relationship. Counselor teaches students how to engage in positive interactions.
4.2 Establishing a culture for productive communication	Counselor makes no attempt to establish a culture for productive communication in the school as a whole, either among students or among teachers, or between students and teachers.	Counselor's attempts to promote a culture throughout the school for productive and respectful communication between and among students and	Counselor promotes a culture throughout the school for productive and respectful communication between and among students and teachers.	The culture in the school for productive and respectful communication between and among students and teachers, while guided by the counselor, is maintained by both teachers and students.
4.3 Managing routines and procedures	Counselor's routines for the counseling center or classroom work are nonexistent or in disarray.	Counselor has rudimentary and partially successful routines for the counseling center or classroom.	Counselor's routines for the counseling center or classroom work effectively.	Counselor's routines for the counseling center or classroom are seamless, and students assist in maintaining them.
4.4 Establishing standards of conduct and contributing to the culture for student behavior throughout the school	Counselor has established no standards of conduct for students during counseling sessions and makes no contribution to maintaining an environment of civility in the school.	Counselor's efforts to establish standards of conduct for counseling sessions are partially successful. Counselor attempts, with limited success, to contribute to the level of civility in the school as a whole.	Counselor has established clear standards of conduct for counseling sessions and makes a significant contribution to the environment of civility in the school.	Counselor has established clear standards of conduct for counseling sessions, and students contribute to maintaining them. Counselor takes a leadership role in maintaining the environment of civility in the school.
4.5 Organizing physical space	The physical environment is in disarray or is inappropriate to the planned activities.	Counselor's attempts to create an inviting and well-organized physical environment are partially successful.	Counseling center or classroom arrangements are inviting and conducive to the planned activities.	Counseling center or classroom arrangements are inviting and conducive to planned activities. Students have contributed ideas to the physical arrangement.

Domain 5 for School Counselors: Professional Responsibilities

5. Collaboration: The School Counselor will demonstrate an effective collaborative relationship with students, parents or caregivers, teachers, support personnel and colleagues to meet the needs of students.

Component	In Need of Assistance	Competent	Proficient	Distinguished
5.1 Participating in a professional community	Counselor's relationships with colleagues are negative or self-serving, and counselor avoids being involved in school and district events and projects.	Counselor's relationships with colleagues are cordial, and counselor participates in school and district events and projects when especially requested.	Counselor participates actively in school and district events and projects and maintains positive and productive relationship with colleagues.	Counselor makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
5.2 Engaging in professional development	Counselor does not participate in professional development activities even when such activities are clearly needed for the development of counseling skills.	Counselor's participation in professional development activities is limited to those that are convenient or are required.	Counselor seeks out opportunities for professional development based on an individual assessment of need.	Counselor actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
5.3 Showing professionalism	Counselor displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	Counselor is honest in interactions with colleagues, students, and the public; does not violate confidentiality.	Counselor displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Counselor can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

Domain 6 for School Counselors: Professional Responsibilities

6. Reflective and Responsive Practices: The School Counselor will demonstrate reflective and responsive practices.

Component	In Need of Assistance	Competent	Proficient	Distinguished
6.1 Reflecting on practice	Counselor does not reflect on practice, or the reflections are inaccurate or self-serving.	Counselor's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Counselor's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Counselor makes some specific suggestions as to how the counseling program might be improved.	Counselor's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Counselor draws on an extensive repertoire to suggest alternative strategies.
6.2 Maintaining records and submitting them in a timely fashion	Counselor's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	Counselor's reports, records, and documentation are generally accurate but are occasionally late.	Counselor's reports, records, and documentation are accurate and are submitted in a timely manner.	Counselor's approach to record keeping is highly systematic and efficient and serves as a model for colleagues in other schools.
6.3 Communicating with families	Counselor provides no information to families, either about the counseling program as a whole or about individual students.	Counselor provides limited though accurate information to families about the counseling program as a whole and about individual students.	Counselor provides thorough and accurate information to families about the counseling program as a whole and about individual students.	Counselor is proactive in providing information to families about the counseling program and about individual students through a variety of means.

School Nurse Reflective Rubric

**Non-tenured and Tenured School Nurses will complete this rubric annually by June 1 as per the observation cycle.
A meeting will be held with the school nurse and principal to discuss the rubric by June 1.**

This framework for growth in professional practices is meant to be a road map for novices as well as a guide for experienced professionals to promote, maintain and encourage instructional excellence that will increase student achievement. This rubric can provide the structure for discussions and an opportunity for improvement of instruction.

The Reflective Rubric is a basis of a conversation between the administrator and teacher, and if the teacher chooses, conversations between mentors and mentees. **The school nurse should review the rubric and circle the box in each row that indicates their perception of their level of expertise.** The conversation will allow review of the nine (9) criteria areas. The school nurse maintains the only copy of the Reflective Rubric.

Domain 1 for School Nurses: Planning and Preparation

1. Content Knowledge: The School Nurse will demonstrate a thorough medical knowledge and techniques.

Component	In Need of Assistance	Competent	Proficient	Distinguished
1.1 Demonstrating medical knowledge and skill in nursing techniques	Nurse demonstrates little understanding of medical knowledge and nursing techniques.	Nurse demonstrates basic understanding of medical knowledge and nursing techniques.	Nurse demonstrates understanding of medical knowledge and nursing techniques	Nurse demonstrates deep and thorough understanding of medical knowledge and nursing techniques.
1.2 Demonstrating knowledge of child and adolescent development	Nurse displays little or no knowledge of child and adolescent development.	Nurse displays partial knowledge of child and adolescent development.	Nurse displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, nurse displays knowledge of the extent to which individual students follow the general patterns.
1.3 Establishing goals for the nursing program appropriate to the setting and the students served	Nurse has no clear goals for the nursing program, or they are inappropriate to either the situation or the age of the students.	Nurse's goals for the nursing program are rudimentary and are partially suitable to the situation and the age of the students.	Nurse's goals for the nursing program are clear and appropriate to the situation in the school and to the age of the students.	Nurse's goals for the nursing program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.

Domain 2 for School Nurses: Planning and Preparation

2. Preparation: The School Nurse will demonstrate a thorough knowledge of regulations and educational programs.

Component	In Need of Assistance	Competent	Proficient	Distinguished
2.1 Demonstrating knowledge of government, community, and district regulations and resources	Nurse demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district.	Nurse displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources available more broadly.	Nurse displays awareness of governmental regulations and resources for students available through the school or district and some familiarity with resources external to the school.	Nurse's knowledge of governmental regulations and resources for students is extensive, including those available through the school or district and in the community.
2.2 Planning the nursing program for both individuals and groups of students, integrated with the regular school program.	Nursing program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Nurse's plan has a guiding principal and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Nurse has developed a plan that includes the important aspects of work in the setting.	Nurse's plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program.

Domain 3 for School Nurses: Delivery of Services

3. Delivery of Services: The School Nurse will demonstrate that delivery of service reflects both sound assessment and administration.

Component	In Need of Assistance	Competent	Proficient	Distinguished
3.1 Assessing student needs	Nurse does not assess student needs, or the assessments result in inaccurate conclusions.	Nurse's assessment of student needs are perfunctory.	Nurse assesses student needs and knows the range of student needs in the school.	Nurse conducts detailed and individualized assessment of student needs to contribute to program planning.
3.2 Administering medications to students	Medications are administered with no regard to state or district policies.	Medications are administered by designated individuals, but signed release forms are not conveniently stored.	Medications are administered by designated individuals, and signed release forms are conveniently stored and available when needed.	Medications are administered by designated individuals, and signed release forms are conveniently stored. Students take an active role in medication compliance.
3.3 Promoting wellness through classes or classroom presentations	Nurse's work with students in classes fails to promote wellness.	Nurse's efforts to promote wellness through classroom presentations are partially effective.	Nurse's classroom presentations result in students acquiring the knowledge and attitudes that help them adopt a healthy lifestyle.	Nurse's classroom presentations for wellness are effective, and students assume an active role in the school in promoting a healthy lifestyle.
3.4 Managing emergency situations	Nurse has no contingency plans for emergency situations.	Nurse's plans for emergency situations have been developed for the most frequently occurring situations but not others.	Nurse's plans for emergency situations have been developed for many situations.	Nurse's plans for emergency situations have been developed for many situations. Students and teachers have learned their responsibilities in case of emergencies.
3.5 Demonstrating flexibility and responsiveness	Nurse adheres to the plan of program, in spite of evidence of its inadequacy.	Nurse makes modest changes in the nursing program when confronted with evidence of the need for change.	Nurse makes revisions in the nursing program when they are needed.	Nurse is continually seeking ways to improve the nursing program and makes changes as needed in response to student, parent, or teacher input.
3.6 Collaborating with teachers to develop specialized educational programs and services for students with diverse medical needs	Nurse declines to collaborate with classroom teachers to develop specialized educational programs	Nurse collaborates with classroom teachers in developing instructional lessons and units when specifically asked to do so.	Nurse initiates collaboration with classroom teachers in developing instructional lessons and units.	Nurse initiates collaboration with classroom teachers in developing instructional lessons and units, locating additional resources from outside the school

Domain 4 for School Nurses: The Environment

4. The Environment: The School Nurse will demonstrate an effective integration of the various capacities of nurse services.

Component	In Need of Assistance	Competent	Proficient	Distinguished
4.1 Creating an environment of respect and rapport	Nurse's interactions with at least some students are negative or inappropriate.	Nurse's interactions with students are a mix of positive and negatives.	Nurse's interactions with students are positive and respectful.	Students seek out the nurse, reflecting a high degree of comfort and trust in the relationship.
4.2 Establishing a culture for health and wellness	Nurse makes no attempt to establish a culture for health and wellness in the school as a whole, or among students or among teachers.	Nurse's attempts to promote a culture throughout the school for health and wellness are partially successful.	Nurse promotes a culture throughout the school for health and wellness.	The culture in the school for health and wellness, while guided by the nurse, is maintained by both teachers and students.
4.3 Following health protocols and procedures	Nurse's procedures for the nursing office are nonexistent or in disarray.	Nurse has rudimentary and partially successful procedures for the nursing office.	Nurse's procedures for the nursing office work effectively.	Nurse's procedures for the nursing office are seamless, anticipating unexpected situations.
4.4 Supervising health associates	No guidelines for delegated duties have been established, or the guidelines are unclear. Nurse does not monitor associates' activities.	Nurse's efforts to establish guidelines for delegated duties are partially successful. Nurse monitors associates' activities sporadically.	Nurse has established guidelines for delegated duties and monitors associates' activities.	Associates work independently, indicating clear guidelines for their work. Nurse's supervision is subtle and professional.
4.5 Organizing physical space	Nurse's office is in disarray or is inappropriate to the planned activities. Medications are not properly stored.	Nurse's attempts to create a well-organized physical environment are partially successful. Medications are stored properly but are difficult to find.	Nurse's office is well organized and is appropriate to the planned activities. Medications are properly stored and well organized.	Nurse's office is efficiently organized and is highly appropriate to the planned activities. Medications are properly stored and well organized.

Domain 5 for School Nurses: Professional Responsibilities

5. Collaboration: The School Nurse will demonstrate an effective collaborative relationship with colleagues to meet the needs of students.

Component	In Need of Assistance	Competent	Proficient	Distinguished
5.1 Participating in a professional community	Nurse's relationships with colleagues are negative or self-serving, and nurse avoids being involved in school and district events and projects.	Nurse's relationships with colleagues are cordial, and nurse participates in school and district events and projects when specifically requested to do so.	Nurse participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Nurse makes a substantial contribution to school and district events and projects and assumes leadership role with colleagues.
5.2 Engaging in professional development	Nurse does not participate in professional development activities, even when such activities are clearly needed for the development of nursing skills.	Nurse's participation in professional development activities is limited to those that are convenient or are required.	Nurse seeks out opportunities for professional development based on an individual assessment of need.	Nurse actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
5.3 Showing professionalism	Displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	Nurse is honest in interactions with colleagues, students, and the public; does not violate confidentiality.	Nurse displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Nurse can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students and taking a leadership role with colleagues.
5.4 Communicating with families	Nurse provides no information to families, either about the nursing program as a whole or about individual students.	Nurse provides limited though accurate information to families about the nursing program as a whole and about individual students.	Nurse provides thorough and accurate information to families about the nursing program as a whole and about individual students.	Nurse is proactive in providing information to families about the nursing program and about individual students through a variety of means.

Domain 6 for School Professional Responsibilities

6. Reflective and Responsive Practices: The School Nurse will demonstrate reflective and responsive practices.

Component	In Need of Assistance	Competent	Proficient	Distinguished
6.1 Reflecting on practice	Nurse does not reflect on practice, or the reflections are inaccurate or self-serving.	Nurse's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Nurse's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Nurse makes some specific suggestions as to how the nursing program might be improved.	Nurse's reflection is highly accurate and perceptive, citing specific examples. Nurse draws on an extensive repertoire to suggest alternative strategies.
6.2 Maintaining health records in accordance with policy and submitting reports in a timely fashion	Nurse's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	Nurse's reports, records, and documentation are generally accurate, but are occasionally late.	Nurse's reports, records, and documentation are accurate and are submitted in a timely manner.	Nurse's approach to record keeping is highly systematic and efficient and serves as a model for colleagues across the school.

Therapeutic Specialist Reflective Rubric

Non-tenured and Tenured Therapeutic Specialist will complete this rubric annually by June 1 as per the observation cycle. A meeting will be held with the therapeutic specialist and principal to discuss the rubric by June 1.

This framework for growth in professional practices is meant to be a road map for novices as well as a guide for experienced professionals to promote, maintain and encourage instructional excellence that will increase student achievement. This rubric can provide the structure for discussions and an opportunity for improvement of instruction.

The Reflective Rubric is a basis of a conversation between the administrator and teacher, and if the teacher chooses, conversations between mentors and mentees. **The therapeutic specialist should review the rubric and circle the box in each row that indicates their perception of their level of expertise.** The conversation will allow review of the nine (9) criteria areas. The therapeutic specialist maintains the only copy of the Reflective Rubric.

Domain 1 for Therapeutic Specialists: Planning and Preparation

1. Content Knowledge: The School Therapeutic Specialists will demonstrate a thorough knowledge of performance and services.

Component	In Need of Assistance	Competent	Proficient	Distinguished
1.1 Demonstrating knowledge and skill in the specialist therapy area; holding the relevant certificate or license	Specialist demonstrates little or no knowledge and skill in the therapy area; does not hold the necessary certificate or license.	Specialist demonstrates basic knowledge and skill in the therapy area; holds the necessary certificate or license.	Specialist demonstrates thorough knowledge and skill in the therapy area; holds the necessary certificate or license.	Specialist demonstrates extensive knowledge and skill in the therapy area; holds an advanced certificate or license.
1.2 Establishing goals for the therapy program appropriate to the setting and the students served	Specialist has no clear goals for the therapy program or they are inappropriate to either the situation or the age of the students.	Specialist's goals for the therapy program are rudimentary and are partially suitable to the situation and to the age of the students.	Specialist's goals for the therapy program are clear and appropriate to the situation in the school and to the age of the students.	Specialist's goals for the therapy program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with administrators and teachers.
1.3 Demonstrating knowledge of district, state, and federal regulations and guidelines	Specialist demonstrates little or no knowledge of special education laws and procedures.	Specialist demonstrates basic knowledge of special education laws and procedures.	Specialist demonstrates thorough knowledge of special education laws and procedures	Specialist's knowledge of special education laws and procedures is extensive; specialist takes a leadership role in reviewing and revision district policies.

Domain 2 for Therapeutic Specialists: Planning and Preparation

2. Preparation of Materials: The School Therapeutic Specialists will demonstrate a thorough preparation to support overall program.

Component	In Need of Assistance	Competent	Proficient	Distinguished
2.1 Demonstrating knowledge of resources both within and beyond the school and district	Specialist demonstrates little or no knowledge of resources for students available through the school or district.	Specialist demonstrates basic knowledge of resources for students available through the school or district.	Specialist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	Specialist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.
2.2 Planning the therapy program, integrated with the regular school program, to meet the needs of individual students.	Therapy program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Specialist's plan has a guiding principal and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Specialist has developed a plan that includes the important aspects of work in the setting.	Specialist's plan is highly coherent and preventive and serves to support students individually, within the broader educational program.
2.3 Developing a plan to evaluate the therapy program	Specialist has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Specialist has a rudimentary plan to evaluate the therapy program.	Specialist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Specialist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Domain 3 for Therapeutic Specialists: Delivery of Service

3. Service Delivery: The School Therapeutic Specialists will demonstrate that delivery of service will result in improved student achievement.

Component	In Need of Assistance	Competent	Proficient	Distinguished
3.1 Responding to referrals and evaluating student needs	Specialist fails to respond to referrals or makes hasty assessments of student needs.	Specialist responds to referrals when pressed and makes adequate assessments of student needs.	Specialist responds to referrals and makes thorough assessments of student needs.	Specialist is proactive in responding to referrals and makes highly competent assessments of student needs.
3.2 Developing and implementing treatment plans to maximize students' success	Specialist fails to develop treatment plans suitable for students, or plans are mismatched with the findings of assessments.	Specialist's plans for students are partially suitable for them or sporadically aligned with identified needs.	Specialist's plans for students are suitable for them and are aligned with identified needs.	Specialist develops comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.
3.3 Communicating with families	Specialist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Specialist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic tradition.	Specialist communicates with families and secures necessary permission for evaluations, doing so in a manner sensitive to cultural and linguistic traditions.	Specialist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Specialist reaches out to families of students to enhance trust.
3.4 Collecting information; writing reports	Specialist neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience.	Specialist collects most of the important information on which to base treatment plans; reports are accurate but lacking in clarity and not always appropriate to the audience.	Specialist collects all the important information on which to base treatment plans; reports are accurate and appropriate to the audience.	Specialist is proactive in collecting important information, interviewing teachers and parents if necessary; reports are accurate and clearly written and are tailored for the audience.
3.5 Demonstrating flexibility and responsiveness	Specialist adheres to the plan or program, in spite of evidence of its inadequacy.	Specialist makes modest changes in the treatment program when confronted with evidence of the need for change.	Specialist makes revisions in the treatment program when they are needed.	Specialist is continually seeking ways to improve the treatment program and makes changes as needed in response to student, parent, or teacher input.

Domain 4 for Therapeutic Specialists: The Environment

4. The Environment: The School Therapeutic Specialists will demonstrate an effective integration of various capacities of service.

Component	In Need of Assistance	Competent	Proficient	Distinguished
4.1 Establishing rapport with students	Specialist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing and treatment center.	Specialist's interactions are a mix of positive and negative; the specialist's efforts at developing rapport are partially successful.	Specialist's interactions with students are positive and respectful; students appear comfortable in the testing and treatment center.	Students seek out the specialist, reflecting a high degree of comfort and trust in the relationship.
4.2 Organizing time effectively	Specialist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	Specialist's time-management skills are moderately well developed; essential activities are carried out, but not always in the most efficient manner.	Specialist exercised good judgment in setting priorities, resulting in clear schedules and important work being accomplished in an efficient manner.	Specialist demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules.
4.3 Establishing and maintaining clear procedures for referrals	No procedures for referrals have been established; when teachers want to refer a student for special services, they are not sure how to go about it.	Specialist has established procedures for referrals, but the details are not always clear.	Procedures for referrals and for meetings and consultations with parents and administrators are clear to everyone.	Procedures for all aspects of referral and testing protocols are clear to everyone and have been developed in consultation with teachers and administrators.
4.4 Establishing standards of conduct in the treatment center	No standards of conduct have been established, and specialist disregards or fails to address negative student behavior during evaluation or treatment.	Standards of conduct appear to have been established for the testing and treatment center. Specialist's attempts to monitor and correct negative student behavior during evaluation and treatment are partially successful.	Standards of conduct have been established for the testing and treatment center. Specialist monitors students behavior against those standards; response to students is appropriate and respectful.	Standards of conduct have been established for the testing and treatment center. Specialist's monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior.
4.5 Organizing physical space for testing of students and providing therapy	The testing and treatment center is disorganized and poorly suited to working with students. Materials are usually available.	The testing and treatment center is moderately well organized and moderately well suited to working with students. Materials are difficult to find when needed.	The testing and treatment center is well organized; materials are available when needed.	The testing and treatment center is highly organized and is inviting to students. Materials are convenient when needed.

Domain 5 for Therapeutic Specialists: Collaboration

5. Collaboration: The School Therapeutic Specialists will demonstrate effective collaborative relationships to meet the needs of the student.

Component	In Need of Assistance	Competent	Proficient	Distinguished
5.1 Collaborating with teachers and administrators	Specialist is not available to staff for questions and planning and declines to provide background material when requested.	Specialist is available to staff for questions and planning and provides background material when requested.	Specialist initiates contact with teachers and administrators to confer regarding individual cases.	Specialist seeks out teachers and administrators to confer regarding cases, soliciting their perspectives on individual students.

Domain 6 for Therapeutic Specialists: Reflective and Responsive Practices

6. Reflective and Responsive Practices: The School Therapeutic Specialists will demonstrate reflective and responsive practices.

Component	In Need of Assistance	Competent	Proficient	Distinguished
6.1 Reflecting on practice	Specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	Specialist's reflection on practice is moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved.	Specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Specialist makes some specific suggestions as to how the therapy program might be improved.	Specialist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Specialist draws on an extensive repertoire to suggest alternative strategies.
6.2 Maintaining an effective data-management system	Specialist's data-management system is either nonexistent or in disarray; it cannot be used to monitor students progress or to adjust treatment when needed.	Specialist has developed a rudimentary data-management system for monitoring student progress and occasionally uses it to adjust treatment when needed.	Specialist has developed an effective data-management system for monitoring student progress and uses it to adjust treatment when needed.	Specialist has developed a highly effective data-management system for monitoring student progress and uses it to adjust treatment when needed. Specialist uses the system to communicate with teachers and parents.

School Psychologist Reflective Rubric

Non-tenured and Tenured School Psychologist will complete this rubric annually by June 1 as per the observation cycle. A meeting will be held with the school psychologist and principal to discuss the rubric by June 1.

This framework for growth in professional practices is meant to be a road map for novices as well as a guide for experienced professionals to promote, maintain and encourage instructional excellence that will increase student achievement. This rubric can provide the structure for discussions and an opportunity for improvement of instruction.

The Reflective Rubric is a basis of a conversation between the administrator and teacher, and if the teacher chooses, conversations between mentors and mentees. **The school psychologist should review the rubric and circle the box in each row that indicates their perception of their level of expertise.** The conversation will allow review of the nine (9) criteria areas. The school psychologist maintains the only copy of the Reflective Rubric.

Domain I for School Psychologist: Planning and Preparation

1. Content Knowledge: The School Psychologist will demonstrate a thorough knowledge of performance.

Component	In Need of Assistance	Competent	Proficient	Distinguished
1.1 Demonstrating knowledge and skill in using psychological instruments to evaluate students	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	Psychologist uses a limited number of psychological instruments to evaluate students.	Psychologist uses 5 – 8 psychological instruments to evaluate students and determine accurate diagnoses.	Psychologist uses a wide range of psychological instruments to evaluate students and knows the proper situations in which each should be used.
1.2 Demonstrating knowledge of child and adolescent development and psychopathology	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates basic knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology and knows variations of the typical patterns.
1.3 Establishing goals for the psychology program appropriate to the setting and the students served.	Psychologist has no clear goals for the psychology program, or they are inappropriate to either the situation or the age of the students	Psychologist's goals for the treatment program are rudimentary and are partially Suitable to the situation and the age of the students.	Psychologist's goals for the treatment program are clear and appropriate to the situation in the school and to the age of the students	Psychologist's goals for the treatment program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues

Domain 2 for School Psychologists: Planning and Preparation

2. Preparation of Materials: The School Psychologist will demonstrate a thorough preparation to support overall programs.

Component	In Need of Assistance	Competent	Proficient	Distinguished
2.1 Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district	Psychologist demonstrates little or no knowledge of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district and some familiarity with resources external to the district.	Psychologist's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
2.2 Planning the psychology program, integrated with the regular school program, to meet the needs of individual students and including prevention	Psychologist's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Psychologist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Psychologist has developed a plan that includes the important aspects of work in the setting.	Psychologist's plan is highly coherent and preventive and serves to support students individually, within the broader educational program.
2.3 Developing a plan to evaluate the psychology program	Psychologist has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Psychologist has a rudimentary plan to evaluate the psychology program.	Psychologist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Psychologist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Domain 3 for School Psychologists: Delivery of Service

3. Service Delivery: The School Psychologist will demonstrate that delivery of services will result in improved student achievement.

Component	In Need of Assistance	Competent	Proficient	Distinguished
3.1 Responding to referrals; consulting with teachers and administrators	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to tailor evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, tailoring evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, contributing own insights and tailoring evaluations to the questions raised in the referral.
3.2 Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines	Psychologist resists administering evaluations, selects instruments inappropriate to the situation, or does not follow established procedures and guidelines.	Psychologist attempts to administer appropriate evaluation instruments to students but does not always follow established time lines and safeguards.	Psychologist administers appropriate evaluation instruments to students and ensures that all procedures and safeguards are faithfully adhered to.	Psychologist selects, from a broad repertoire, those assessments that are most appropriate to the referral questions and conducts information sessions with colleagues to ensure that they fully understand and comply with procedural time lines and safeguards.
3.3 Chairing evaluation team	Psychologist declines to assume leadership of the evaluation team.	Psychologist assumes leadership of the evaluation team when directed to do so, preparing adequate IEPs.	Psychologist assumes leadership of the evaluation team as a standard expectation; prepares detailed IEPs.	Psychologist assumes leadership of the evaluation team and takes initiative in assembling materials for meetings. IEPs are prepared in an exemplary manner.
3.4 Planning interventions to maximize students' likelihood of success	Psychologist fails to plan interventions suitable to students, or interventions are mismatched with the findings of the assessments.	Psychologist's plans for students are partially suitable for them or are sporadically aligned with identified needs.	Psychologist's plans for students are suitable for them and are aligned with identified needs.	Psychologist develops comprehensive plans for students finding ways to creatively meet student needs and incorporate many related elements.
3.5 Maintaining contact with physicians and community mental health service providers	Psychologist declines to maintain contact with physicians and community mental health service providers.	Psychologist maintains occasional contact with physicians and community mental health service providers.	Psychologist maintains ongoing contact with physicians and community mental health service providers.	Psychologist maintains ongoing contact with physicians and community mental health service providers and initiates contacts when needed.
3.6 Demonstrating flexibility and responsiveness	Psychologist adheres to the plan or program, in spite of evidence of its inadequacy.	Psychologist makes modest changes in the treatment program when confronted with evidence of the need for change.	Psychologist makes revisions in the treatment program when it is needed.	Psychologist is continually seeking ways to improve the treatment program and makes changes as needed in response to student, parent, or teacher input.

Domain 4 for School Psychologists: The Environment

4. The Environment: The School Psychologist will demonstrate an effective integration of the various capacities of counseling services.

Component	In Need of Assistance	Competent	Proficient	Distinguished
4.1 Establishing rapport with students	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing center.	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful.	Psychologist's interactions with students are positive and respectful; students appear comfortable in the testing center.	Students seek out the psychologist, reflecting a high degree of comfort and trust in the relationship.
4.2 Establishing a culture for positive mental health throughout the school	Psychologist makes no attempt to establish a culture of positive mental health in the school as a whole, either among students or teachers, or between students and teachers.	Psychologist's attempts to promote a culture throughout the school for positive mental health in the school among students and teachers are partially successful.	Psychologist promotes a culture throughout the school for positive mental health in the school among students and teachers.	The culture in the school for positive mental health among students and teachers, while guided by the psychologist, is maintained by both teachers and students.
4.3 Establishing and maintaining clear procedures for referrals	No procedures for referrals have been established; when teachers want to refer a student for special services, they are not sure how to go about it.	Psychologist has established procedures for referrals, but the details are not always clear.	Procedures for referrals and for meeting and consultations with parents and administrators are clear to everyone.	Procedures for all aspects of referral and testing protocols are clear to everyone and have been developed in consultation with teachers and administrators.
4.4 Establishing standards of conduct in the testing center	No standards of conduct have been established, and psychologist disregards or fails to address negative student behavior during an evaluation.	Standards of conduct appear to have been established in the testing center. Psychologist's attempts to monitor and correct negative student behavior during an evaluation are partially successful.	Standards of conduct have been established in the testing center. Psychologist monitors student behavior against those standards; response to students is appropriate and respectful.	Standards of conduct have been established in the testing center. Psychologist's monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior.
4.5 Organizing physical space for testing of students and storage of materials	The testing center is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and difficult to find when needed.	Materials in the testing center are stored securely, but the center is not completely well organized, and materials are difficult to find when needed.	The testing center is well organized; materials are stored in a secure location and are available when needed.	The testing center is highly organized and is inviting to students. Materials are stored in a secure location and are convenient when needed.

Domain 5 for School Psychologists: Professional Responsibilities

5. Collaboration: The School Psychologist will demonstrate an effective collaborative relationship with students, parents or caregivers, teachers, support personnel and colleagues to meet the needs of students.

Component	In Need of Assistance	Competent	Proficient	Distinguished
5.1 Participating in a professional community	Psychologist's relationships with colleagues are negative or self-serving, and psychologist avoids being involved in school and district events and projects.	Psychologist's relationships with colleagues are cordial, and psychologist participates in school and district events and projects when specifically requested.	Psychologist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Psychologist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
5.2 Engaging in professional development	Psychologist does not participate in professional development activities, even when such activities are clearly needed for the ongoing development of skills	Psychologist's participation in professional development activities is limited to those that are convenient or are required.	Psychologist seeks out opportunities for professional development based on an individual assessment of need.	Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshop to colleagues.
5.3 Showing professionalism	Psychologist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	Psychologist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate confidentiality.	Psychologist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public, and advocates for students when needed.	Psychologist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

Domain 6 for School Psychologists: Professional Responsibilities

6. Reflective and Responsive Practices: The School Psychologist will demonstrate and reflective and responsive practices.

Component	In Need of Assistance	Competent	Proficient	Distinguished
6.1 Reflecting on practice	Psychologist does not reflect on practice, or the reflections are inaccurate or self-serving.	Psychologist's reflection on practice is moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved.	Psychologist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Psychologist makes some specific suggestions as to how the counseling program might be improved.	Psychologist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Psychologist draws on an extensive repertoire to suggest alternative strategies.
6.2 Communicating with families	Psychologist fails to communicate with families and secure necessary permission for evaluations or communications in an insensitive manner.	Psychologist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Psychologist communicates with families and secures necessary permission for evaluations and does so in a manner sensitive to cultural and linguistic traditions.	Psychologist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist reaches out to families of students to enhance trust.
6.3 Maintaining accurate records	Psychologist's records are in disarray; they may be missing, illegible, or stored in an insecure location.	Psychologist's records are accurate and legible and are stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location. They are written to be understandable to another qualified professional.

Library/Media Specialist Reflective Rubric

Non-tenured and Library/Media Specialists will complete this rubric annually by June 1 as per the observation cycle. A meeting will be held with the Library/Media Specialist and principal to discuss the rubric by June 1.

This framework for growth in professional practices is meant to be a road map for novices as well as a guide for experienced professionals to promote, maintain and encourage instructional excellence that will increase student achievement. This rubric can provide the structure for discussions and an opportunity for improvement of instruction.

The Reflective Rubric is a basis of a conversation between the administrator and teacher, and if the teacher chooses, conversations between mentors and mentees. **The school library media specialist should review the rubric and circle the box in each row that indicates their perception of their level of expertise.** The conversation will allow review of the nine (9) criteria areas. The school library media specialist maintains the only copy of the Reflective Rubric.

Domain 1 for Library/Media Specialists: Planning and Preparation

1. Content Knowledge: The Library/Media Specialist will demonstrate a thorough knowledge of program and service.

Component	In Need of Assistance	Competent	Proficient	Distinguished
1.1 Demonstrating knowledge of literature and current trends in library/media practice and information technology	Library/media specialist demonstrates little or no knowledge of literature and of current trends in practice and information technology.	Library/media specialist demonstrates limited knowledge of literature and of current trends in practice and information technology.	Library/media specialist demonstrates thorough knowledge of literature and of current trends in practice and information technology.	Drawing on extensive professional resources, library/media specialist demonstrates rich understanding of literature and of current trends in information technology.
1.2 Demonstrating knowledge of the school's program and student information needs within that program	Library/media specialist demonstrates little or no knowledge of the school's content standards and of students' needs for information skills within those standards.	Library/media specialist demonstrates basic knowledge of the school's content standards and of students' needs for information skills within those standards.	Library/media specialist demonstrates thorough knowledge of the school's content standards and of students' needs for information skills within those standards.	Library/media specialist takes a leadership role within the school and district to articulate the needs of students for information technology with the school's academic program.
1.3 Establishing goals for the library/media program appropriate to the setting and the students served	Library/media specialist has no clear goals for the media program, or they are inappropriate to either the situation in the school or the age of the students.	Library/media specialist's goals for the media program are rudimentary and are partially suitable to the situation in the school and the age of the students.	Library/media specialist's goals for the media program are clear and appropriate to the situation in the school and to the age of the students.	Library/media specialist's goals for the media program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students and colleagues.

Domain 2 for Library/Media Specialists: Planning and Preparation

2. Preparation of materials: The Library/Media Specialist will demonstrate thorough preparation to support overall programs.

Component	In Need of Assistance	Competent	Proficient	Distinguished
2.1 Demonstrating knowledge of resources, both within and beyond the school and district, and access to such resources as interlibrary loan	Library/media specialist demonstrates little or no knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	Library/media specialist demonstrates basic knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	Library/media specialist is fully aware of resources available for students and teachers in the school, in other schools in the district and in the larger community to advance program goals.	Library/media specialist is fully aware of resources available for students and teachers and actively seeks out new resources from a wide range of sources to enrich the school's program.
2.2 Planning the library/media program integrated with the overall school program		Library/media specialists plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Library/media specialist's plan is well designed to support both teachers and students in their information needs.	Library/media specialist's plan is highly coherent, taking into account the competing demands of scheduled time in the library, consultative work with teachers, and work in maintaining and extending the collection; the plan has been developed after consultation with teachers.
2.3 Developing a plan to evaluate the library/media program	Library/media specialist has no plan to evaluate the program and resists suggestions that such an evaluation is important.	Library/media specialist has a rudimentary plan to evaluate the library/media program.	Library/media specialist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Library/media specialist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Domain 3 for Library/Media Specialists: Delivery of Service

3. Instructional Deliver: The Library/Media Specialist will demonstrate that delivery of service results in active classroom management.

Component	In Need of Assistance	Competent	Proficient	Distinguished
3.1 Maintaining and extending the library collection in accordance with the school's needs and within budget limitations	Library/media specialist fails to adhere to district or professional guidelines in selecting materials for the collection and does not periodically purge the collection of outdated material. Collection is unbalanced among different areas.	Library/media specialist is partially successful in attempts to adhere to district or professional guidelines in selecting materials, to weed the collection, and to establish balance.	Library/media specialist adheres to district or professional guidelines in selecting materials for the collection and periodically purges the collection of outdated material. Collection is balanced among different areas.	Library media specialist selects materials for the collection thoughtfully and in consultation with teaching colleagues, and periodically purges the collection of outdated material. Collection is balanced among different areas.
3.2 Collaborating with teachers in the design of instructional units and lessons	Library/media specialist declines to collaborate with classroom teachers in the design of instructional lessons and units.	Library/media specialist collaborates with classroom teachers in the design of instructional lessons and units when specifically asked to do so.	Library media specialist initiates collaboration with classroom teachers in the design of instructional lessons and units.	Library media specialist initiates collaboration with classroom teachers in the design of instructional lessons and units, locating additional resources from sources outside the school.
3.3 Engaging students in enjoying literature and in learning information skills	Students are not engaged in enjoying literature and in learning information skills because of poor design of activities, poor grouping strategies, or inappropriate materials.	Only some students are engaged in enjoying literature and in learning information skills due to uneven design of activities, grouping strategies, or partially appropriate materials.	Students are engaged in enjoying literature and in learning information skills because of effective design of activities, grouping strategies, and appropriate materials.	Students are highly engaged in enjoying literature and in learning information skills and take initiative in ensuring the engagement of their peers.
3.4 Assisting students and teachers in the use of technology in the library/media center	Library media specialist declines to assist students and teachers in the use of technology in the library media center	Library media specialist assists students and teachers in the use of technology in the library/media center.	Library media specialist initiates sessions to assist students and teachers in the use of technology in the library/media center.	Library media specialist is proactive in initiating sessions to assist students and teachers in the use of technology in the library media center.
3.5 Demonstrating flexibility and responsiveness	Library media specialist adheres to the plan, in spite of evidence of its inadequacy.	Library media specialist makes modest changes in the library media program when confronted with evidence of need for change.	Library media specialist makes revisions to the library media program when they are needed.	Library media specialist is continually seeking ways to improve the library media program and makes changes as needed in response to student, parent, or teacher input.
3.6 Managing student behavior	There is no evidence that standards of conduct have been established, and there is little or no monitoring of student behavior. Response to student misbehavior is repressive or disrespectful of student dignity.	It appears that the library media specialist has made an effort to establish standards of conduct for students and tries to monitor student behavior and respond to student misbehavior, but these efforts are not always successful.	Standards of conduct appear to be clear to students, and the library media specialist monitors student behavior against those standards. Library media specialist's response to student misbehavior is appropriate and respectful to students.	Standards of conduct are clear, with evidence of student participation in setting them. Library media specialists monitoring of student behavior is subtle and preventive, and response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.

Domain 4 for Library/Media Specialists: The Environment

4. The Environment: The Library/Media Specialist will demonstrate an effective integration of the various capacities of library services.

Component	In Need of Assistance	Competent	Proficient	Distinguished
4.1 Creating an environment of respect and rapport	Interactions, both between the library/media specialist and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds and are characterized by sarcasm, put-downs, or conflict.	Interactions, both between the library/media specialist and students and among students, are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	Interactions, both between the library/media specialist and students and among students, are polite and respectful, reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.	Interactions among the library/media specialist, individual students, and the classroom teachers are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and level of development. Students themselves ensure high levels of civility among students in the library.
4.2 Establishing a culture for investigation and love of literature	Library/media specialist conveys a sense that the work of seeking information and reading literature is not worth the time and energy required.	Library/media specialist goes through the motions of performing the work of the position, but without any real commitment to it.	Library/media specialist, in interactions with both students and colleagues, conveys a sense of the importance of seeking information and reading literature.	Library/media specialist, in interactions with both students and colleagues, conveys a sense of the essential nature of seeking information and reading literature. Students appear to have internalized these values.
4.3 Establishing and maintaining library procedures	Media center routines and procedures (for example, for circulation of materials, working on computers, independent work) are either nonexistent or inefficient, resulting in general confusion. Library assistants are confused as to their role.	Media center routines and procedures (for example, for circulation of materials, working on computers, independent work) have been established but function sporadically. Efforts to establish guidelines for library assistants are partially successful.	Media center routines and procedures (for example, for circulation of materials, working on computers, independent work) have been established and function smoothly. Library assistants are clear as to their role.	Media center routines and procedures (for example, for circulation of materials, working on computers, independent work) are seamless in their operation, with students assuming considerable responsibility for their smooth operation. Library assistants work independently and contribute to the success of the media center.
4.4 Organizing physical space to enable smooth flow	Library/media specialist makes poor use of the physical environment, resulting in poor traffic flow, confusing signage, inadequate space devoted to work areas and computer use, and general confusion.	Library/media specialist's efforts to make use of the physical environment and uneven, resulting in occasional confusion.	Library/media specialist makes effective use of the physical environment, resulting in good traffic flow, clear signage, and adequate space devoted to work areas and computer use.	Library/media specialist makes highly effective use of the physical environment, resulting in clear signage, excellent traffic flow, and adequate space devoted to work areas and computer use. In addition, book displays are attractive and inviting.

Domain 5 for Library/Media Specialists: Professional Responsibilities

5. Collaboration: The Library/Media Specialist will demonstrate an effective collaborative relationship with students, parents, or caregivers, support personnel and colleagues to meet the needs of students.

Component	In Need of Assistance	Competent	Proficient	Distinguished
5.1 Participating in a professional community	Library/media specialist's relationships with colleagues are negative or self-serving, and the specialist avoids being involved in school and district events and projects.	Library/media specialist's relationships with colleagues are cordial, and the specialist participates in school and district events and projects when specifically requested.	Library/media specialist participates actively in school and district events and projects and maintains positive and productive relationship with colleagues.	Library/media specialist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
5.2 Communicating with the larger community	Library/media specialist makes no effort to engage in outreach efforts to parents or the larger community.	Library/media specialist makes sporadic efforts to engage in outreach efforts to parents or the larger community.	Library/media specialist engages in outreach efforts to parents and the larger community.	Library/media specialist is proactive in reaching out to parents and establishing contacts with outside libraries, coordinating efforts for mutual benefit.
5.3 Showing professionalism	Library/media specialist displays dishonesty in interactions with colleagues, students, and the public; violates copyright laws.	Library/media specialist is honest in interactions with colleagues, students, and the public; respects copyright laws.	Library/media specialist displays high standards of honesty and integrity in interactions with colleagues, students, and the public; adheres carefully to copyright laws.	Library/media specialist can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with colleagues in ensuring there is no plagiarism or violation of copyright laws.

Domain 6 for Library/Media Specialists: Professional Responsibilities

6. Reflective and Responsive Practices: The Library/Media Specialist will demonstrate reflective and responsive practices.

Component	In Need of Assistance	Competent	Proficient	Distinguished
6.1 Reflecting on practice	Library/media specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	Library/media specialist's reflection on practice is moderately accurate and objective, without citing specific examples and with only global suggestions as to how it might be improved.	Library/media specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Library/media specialist makes some specific suggestions as to how the media program might be improved.	Library/media specialist's reflection is highly accurate and perceptive, citing specific examples. Library/media specialist draws on an extensive repertoire to suggest alternative strategies and their likely success.
6.2 Preparing and submitting reports and budgets	Library/media specialist ignores teacher requests when preparing requisitions and budgets or does not follow established procedures. Inventories and reports are routinely late.	Library/media specialist's efforts to prepare budgets are partially successful, responding sometimes to teacher requests and following procedures. Inventories and reports are sometimes submitted on time.	Library/media specialist honors teacher requests when preparing requisitions and budgets and follows established procedures. Inventories and reports are submitted on time.	Library/media specialist anticipates teacher needs when preparing requisitions and budgets, following established procedures, and suggests improvements to those procedures. Inventories and reports are submitted on time.
6.3 Engaging in professional development	Library/media specialist does not participate in professional development activities, even when such activities are clearly needed for the enhancement of skills.	Library/media specialist's participation in professional development activities is limited to those that are convenient or are required.	Library/media specialist seeks out opportunities for professional development based on an individual assessment of need.	Library/media specialist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.

